STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT
Hazard Mitigation Grant Program (HMGP)

Invitation for Bid #: 19-IFB-2427897885-BJL

RESIDENTIAL CONSTRUCTION SERVICES

ACQUISITION & DEMOLITIONS

Mecklenburg County Acquisition/Demolition

Date of Issue: October 14, 2026

Bid Opening Date: November 10, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Janet Brown
Procurement Specialist
Email: janet.brown45@ncdps.gov

IMPORTANT: Only Vendors that were approved from RFPQ #19-RFPQ-2327812727-TMM or 19-RFPQ-1653309857-GSX will be considered for award. If your firm is interested in being approved for an ongoing RFPQ to become eligible for future awards, please reach out to melissa.teen@ncdps.gov.

STATE OF NORTH CAROLINA

Invitation for Bid

19-IFB-2427897885-BJL

_____

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.

_____

Vendor Name

_____

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at https://evp.nc.gov/SignIn

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Division of Emergency Management

Refer *ALL* Inquiries regarding this IFB to: **Janet Brown janet.brown45@ncdps.gov**	**Invitation for Bid #: 19-IFB-2427897885-BJL**
	Bids will be publicly opened: November 10, 2026, at 2:00pm EST **Microsoft Teams meeting** **Join:** **https://teams.microsoft.com/meet/215100224095648?p=RLujOiaRcJYc1xyMrT** **Meeting ID: 215 100 224 095 648** **Passcode: Sv7Ym9nR**
	Need help? | System reference **Dial in by phone** **+1 984-204-1487,,311038213# United States, Raleigh** **Find a local number** **Phone conference ID: 311 038 213#** **Join on a video conferencing device** **Tenant key: ncgov@m.webex.com** **Video ID: 115 591 131 1**
Using Agency: NCEM Hazard Mitigation **Requisition No.: RQ317494**	**Commodity No. and Description:** 721110, Residential Construction Services in the state of North Carolina

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- 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 bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

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 #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:			
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:	

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this_____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Public Safety)

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1.0 PURPOSE AND BACKGROUND

Vendors have been approved to provide acquisition and demolition construction services on Hazard Mitigation Grant Program (HMGP) 4827-0025 Mecklenburg County Acquisition and Demolition pursuant to 19-RFPQ-2327812727-TMM or 19-RFPQ-1653309857-GSX. The North Carolina Department of Public Safety (DPS), Division of Emergency Management (NCEM) is seeking bids from those prequalified Vendors to provide construction services as described in the attached Scope of Work in this Invitation for Bid (IFB). Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within 14 business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

The Vendor will be held to the Project Time Frame provided by the Vendor in Attachment A and required to complete the required work in that span, subject to potential adjustments as a result of events beyond its reasonable control. The beginning and the time for completion of the Project Time Frame are essential conditions of the contract. Note that the Vendor's Project Time Frame will not begin to run until the Vendor receives the Notice to Proceed. This Project Time Frame may be subject to adjustments pending evaluation and prior to award.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	**October 14, 2026**
Submit Written Questions	Vendor	**October 21, 2026, by 2:00 PM**
Provide Response to Questions	State	**October 23, 2026**
Submit Bids	Vendor	**November 10, 2026, by 2:00pm EST** **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/215100224095648?p=RLujOiaRcJYc1xyMrT Meeting ID: 215 100 224 095 648 Passcode: Sv7Ym9nR Need help? | System reference **Dial in by phone** +1 984-204-1487,,311038213# United States, Raleigh Find a local number Phone conference ID: 311 038 213# **Join on a video conferencing device** Tenant key: ncgov@m.webex.com Video ID: 115 591 131 1
Contract Award	State	TBA

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to *janet.brown45@ncdps.gov* by the date and time specified above. Vendors should enter "IFB #19-IFB-2427897885-BJL: Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question …?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP), https://evp.nc.gov,* and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

NOTE: Offerors shall not contact homeowners or enter project properties to obtain information related to this solicitation. All requests for clarification shall be submitted through the Bid Questions process described in this section.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.

b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.

c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

d) Vendor's Response. (*Section 4.2 Pricing Additional, Section 5.0 Scope of Work and Specifications, 4.11 Secretary of State Registration, 6.2 SAM UIE Registration Number.)*

e) Completed Proof of Bid Bond

f) Completed version of ATTACHMENT A: PRICING (also Attachment A supplement)

g) ATTACHMENT B: SUPPLEMENTAL PROPERTY DETAILS

h) Completed version of ATTACHMENT D: CUSTOMER REFERENCE FORM

i) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

k) Completed and signed version of ATTACHMENT G: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

l) ATTACHMENT H: SUBCONTRACTOR FORM

m) ATTACHMENT I: VENDOR ELECTRONIC PAYMENT FORM

n) ATTACHMENT J: INSTRUCTIONS TO VENDOR

o) ATTACHMENT K: N.C. GENERAL TERMS AND CONDITIONS

p) ATTACHMENT L: CONSTRUCTION GENERAL TERMS

q) ATTACHMENT M: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

r) ATTACHMENT N: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS RELATED TO COVERED TRANSACTIONS

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

a) **AUDIT:** The contract(s) awarded pursuant to this IFB 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.

b) **BATCH:** A grouping of similar Work Orders/Scopes of Work grouped together.

a) **CONSTRUCTION MANAGER (CM):** A North Carolina licensed GC with construction management experience that will provide NCEM construction management services.

b) **ENGINEER OF RECORD (EOR):** The Professional Engineer responsible for designing the plans and providing engineering insight during the design and construction phases of the project. The EOR is responsible for reviewing any necessary modifications before and during construction.

c) **GC:** General Contractor, licensed in the State of North Carolina.

d) **NOTICE TO PROCEED (NTP):** Notice to Vendor to commence work to be performed under this agreement.

e) **PE:** Professional Engineer, licensed in the State of North Carolina.

f) **PRIME CONTRACTOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual, or other entity submitting a response to an Invitation for Bid (IFB), and 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. Following the award of a contract, the term refers to an entity receiving such an award. Prime Contractor is also referred to as the Vendor and used interchangeably throughout this IFB.

g) **PROJECT:** A grouping of a single property or properties corresponding to specific project number. Multiple projects may be included on the same bid.

h) **PROJECT MANAGER (PM):** The person who leads the project, to whom the Prime Contractor reports, ensuring overall project deadlines and project funds are distributed to all essential parties. For elevation projects, the project manager is a representative of the State.

i) **PROJECT TIME FRAME:** Vendor shall provide the anticipated Project Time Frame. This Project Time Frame, in calendar days, shall begin with the Notice to Proceed and conclude at Substantial Completion.

j) **RA:** Registered Architect, licensed in the State of North Carolina.

k) **IFB** Invitation 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 Invitation for Bid, 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 IFB, 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, 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) **SUBSTANTIAL COMPLETION:** The period of time at which the Vendor completes Demolition on all structures/properties within a project. All Structure Demolitions must be completed within 90 days of closing. Note that some bids may contain more than one project. Vendor will provide pictures as proof of Substantial Completion for the Demolition phase.

q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual, or other entity submitting a response to an Invitation for Bid (IFB), and 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 Following the award of a contract, the term refers to an entity receiving such an award. Vendor is also referred to as the Prime Contractor and used interchangeably throughout this IFB.

r) **WORK ORDER:** Specific, written authorization to perform the task(s) listed therein.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's bid, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's bid may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to bid submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the 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 IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. 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 IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 ADDITIONAL SERVICE LOCATIONS/ADDRESSES

The State may add, remove, or modify service locations, facilities, sites, or addresses throughout the term of the Contract based on operational requirements. **There shall be no minimum or maximum number of locations or addresses that may be added to or serviced under the Contract.** The number and location of Services required shall be determined solely by the State's operational needs and available funding. Any additional location or address must be within the scope of the Contract and shall be authorized by the State in accordance with applicable procurement laws, rules, policies, and Contract requirements. The Vendor agrees to provide Services at any authorized additional location at the applicable Contract rates and terms. The addition or removal of locations shall not, by itself, entitle the Vendor to an increase in the Contract rates or any additional compensation.

4.2 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

ACQUISITION COSTS: Contractors will have to agree to pricing, which is different depending upon the batch awarded. For projects $30,000 and above, Vendors shall provide proposing pricing for appropriate items specified on ATTACHMENT A: BID WORKSHEET. Any changes to prices will be used for future bids and will not be retroactive for projects which already have signed Notices to Proceed. For projects under $30,000, composite pricing will be set by the Vendor in conjunction with NCEM. Vendors who do not accept the composite pricing will not be awarded contracts below $30,000.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.2.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.7 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☐ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☒ Contract value in excess of $1,000,000.00

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.
A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor registered with the North Carolina Secretary of State: Yes☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

All projects will require 100% performance and payment bonds after issuance of the Purchase Order (PO) and shall be furnished at the Pre-Construction Conference. A Notice to Proceed (NTP) will be issued following the review and approval of bonds along with any additional construction documents/schedules required by NCEM at the conference. **Failure to submit bonds at the Pre-Construction Conference shall result in termination of the contract.**

Offerors do not have a Right of Entry (ROE) to any property associated with this solicitation. Offerors, their employees, agents, subcontractors, or representatives shall not enter any homeowner's property or otherwise access the project site for the purpose of inspecting the property, taking measurements, photographing the site, interviewing occupants, or gathering information to prepare a bid.

The State will provide all information necessary for Offerors to prepare a responsive bid through this Invitation for Bid (IFB) and any issued addenda. Questions regarding the solicitation shall be submitted in accordance with Section 2.5, Bid Questions.

Unauthorized entry onto a property associated with this solicitation may result in the Offeror's bid being determined nonresponsive or other remedies available under the Contract and applicable law.

5.2 ACQUISITION SCOPE OF WORK

Each acquisition shall consist of several marked steps to be approved by the local authority having jurisdiction 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) **NOTIFY THE PROPERTY OWNER**: Prime Contractor meets with each homeowner(s) to provide project timeline, conduct a review, assist as necessary with a Duplication of Benefits (DOB) analysis through coordination with the subgrantee representative, homeowner, and State, and determine eligibility for Uniform Relocation Act (URA) assistance. Conclude settlement with the homeowner(s) on the first project site within 90 days of the pre-acquisition conference.

b) **CONDUCT TITLE SEARCHES**: As with all real estate transactions a title search is conducted in order to ensure the property to be acquired is being acquired from rightful owners. It is necessary to have an attorney render an opinion of title for each property to be acquired in order to identify any ownership issues and encumbrances that will need to be resolved prior to closing. If issues are found in title search, NCEM shall be notified of these issues as soon as the issues are discovered.

c) **CONDUCT PROPERTY APPRAISAL**: The appraisal must be at Pre-Disaster fair market value (PDMV). PDMV is defined as fair market value of the real property (land and structures) immediately before the relevant event that affected the property. An appraisal must be completed for each property, to include any vacant lots, for each project. The appraisals should recognize that the majority of properties in the acquisition project are located in a Special Flood Hazard Area. Appraisers must be licensed by the State of North Carolina. Prior to any appraisals being conducted, the Sub-applicant must advise the property owner (in writing) as to the time the appraiser will visit the property and invite the property owner to accompany the appraiser during a site visit. This notice may be included as part of the written Preliminary Acquisition Notice or be sent as a separate notice, (as noted previously, all notices MUST be sent by certified or registered mail, return receipt requested, or personally served and receipt documented). The appraisal report must reflect nationally recognized appraisal standards, including the Uniform Appraisal Standards for Federal Land Acquisition. The appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value.

d) **PROVIDE WRITTEN OFFER TO PURCHASE**: Following review of the appraisal, the Contractor must establish just compensation. Just compensation is usually the same as the appraiser's recommendation of Pre-Disaster fair market value. However, it can never be less than the review appraiser's recommended Pre-Disaster fair market value. The Contractor MUST prepare a written Statement of the Basis for the Determination of Just Compensation to be sent to the property owner with the Written Offer to Purchase. This statement must include:

1. A legal description of and location identification of the property;
2. Interest to be acquired (e.g., fee simple, easement, etc.);
3. An inventory identifying the building structures, fixtures, etc., which are considered to be a part of the real property;
4. In the case of tenant-owned improvements, the amount determined to be just compensation for the improvement and the basis, as set forth in the review appraisal;
5. Any Purchase Option Agreement.

Once the Contractor has submitted the Written Offer of Purchase to the property owner, The property owner must be provided an opportunity to consider the offer, they can accept it, obtain a new appraisal, or decide not to participate in the buyout. Condemnation of property is not allowed in any hazard mitigation grant programs. The Offer must specify the date on which negotiation for the sale of the property will begin, which may or may not be the same date as the written offer.

e) **CLOSING**: Following successful negotiations, a Deed of Transfer with required restrictions or Contract of Sale must be prepared and executed, including the transfer of documents, prior to or at the time of closing. The Prime Contractor will be responsible for paying all costs associated with Document Preparation and Closing Attorney Fees associated with the closing to its selected closing attorney selected. “Document Prep” and “Closing Attorney Fees” are included as cost-line items in the attached Bid Worksheets included for each property. If the amount of work actually performed, charged, and reflected on the HUD-1 by the closing attorney for Document Preparation or Closing Attorney Fees exceeds the amount

bid on by the Prime Contractor in the Bid Worksheet, the Prime Contractor will be responsible for resolving any difference in cost with its selected closing attorney.

The check NCEM sends to the Prime Contractor will only include money for the Home Cost (minus any duplication of benefits), Title Insurance, and the Recording Fee. The Seller (i.e., property owner) will be responsible for satisfying all tax and lien obligations. All other costs associated with the closing of an HMGP-Acquired property should be listed under the line items titled "Document Prep" and "Closing Attorney Fees" within the Bid Worksheet.

At the conclusion of settlement, the Sub-applicant must provide the owner with a Statement of Settlement Costs which identifies all settlement costs regardless of whether they are paid at, before, or after closing, and must clearly separate charges paid by the owner. This information is presented on the HUD1 form. The Statement of Settlement Costs must be dated and certified as true and correct by the closing attorney or other person handling the transaction. A receipt for purchase price must be secured by the Contractor.

NOTE: **SITE SURVEY**: As part of the Hazard Mitigation Assistance program, a site survey, if necessary, will be provided by NCEM and will not be a part of the Prime Contractor's scope of work. Completed Surveys will be provided to the awarded Vendor.

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 this Solicitations. It is the intent and goal of NCEM and the State of North Carolina to ensure every project is successful, so Prime Contractor(s) are encouraged to work proactively to identify and resolve all issues and problems immediately to minimize delays in completing projects

5.3 DEMOLITION SERVICES SCOPE OF WORK

Each demolition shall consist of several marked steps to be approved by the local authority having jurisdiction 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.

A pre-construction conference shall take place after IFBs have been awarded to discuss the Scope of Work with the Prime Contractor(s) and Hazard Mitigation leadership. All demolition work should conclude on each project site within 60 days of settlement and shall not exceed 90 days. 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. **At this conference, as noted in Section 5.7 Bond; Performance and Payment, the Vendor shall furnish performance and payment bonds, or the contract shall be cancelled. Within 14 days following this conference, the Prime Contractor(s) shall provide an initial project schedule and Scope of Work for all awarded projects that corresponds to the Total Project Frame provided in this IFB.**

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. Mobilization shall occur 45 days after the Pre-Construction Meeting with HM.

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) **DEACTIVIATION 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 IFB'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. If after asbestos testing it is determined that abatement or remediation is required, the contractor shall submit a change order request to include all cost necessary to address the asbestos removal, abatement, remediation, & final clearance testing to the HM Program Manager for review & approval thru a change order issued by the DPS Contract Administrator. For capping of unknown wells, or the removal of septic tanks, and USTs or USTs for commercial property, the contractor shall submit a change order request to include all costs necessary to address these items to HM Program Manager for review & approval through a change order issued by the DPS Contract Administrator.

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 Engineer of Record (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 ADDITIONAL REQUIREMENTS

1 Acquisition - In addition to the requirements stated elsewhere, the Prime Contractor shall submit the following items, as required to NCEM during the course of each Acquisition**:**

a. HUD 1
b. Deed w/ Restrictions
c. Uniform Relocation Act (URA) Documentation
d. Appraisal(s)
e. AW-501 Transmittal
f. AW-501
g. Photos: Before, during and after settlement
h. Withdrawal Letter
i. Invoices

2. Demolition - In addition to the requirements stated elsewhere, the Prime Contractor shall submit the following items, as required to NCEM during the course of each Demolition**:**

a. Permitted Demolition Drawings
b. Inspection Reports
c. Photos: Before, during and after demolition

d. Debris Removal Affidavit
e. Invoices

i. 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;

ii. Comply with all applicable local, State and Federal laws, regulations, and guidelines;

iii. Meet NCEM's time frames for work completion requirements from the Notice of Proceed, homeowner consent/contract execution and/or permitting, whichever is later, environmental abatements that may impact the Prime Contractor's schedule;

iv. Prime Contractor shall provide Project Specific Site Health and Safety Plan (HASP) to NCEM within 15 days of the Notice to Proceed and prior to any work beginning for each project;

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

a. All applicable International and North Carolina State Building codes
b. ASCE 24 Flood Resistant Design and Construction
c. FEMA Hazard Mitigation Assistance Program and Policy Guide V 2.1 (January 2025) and any subsequent updates
d. FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
e. Title 2 U.S. Code of Federal Regulations, Part 200
f. Title 44 U.S. Code of Federal Regulations, Part 80
g. Title 44 U.S. Code of Federal Regulations, Part 206
h. 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
i. 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
j. Clean Air Act and Federal Water Pollution Control Act
k. 2 C.F.R. part 180 and 2 C.F.R. Part 3000 Suspension and Debarment Compliance
l. 31 U.S.C. §1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
m. Section 6002 Solid Waste Disposal Act
n. 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
o. 29 C.F.R. 1910 and 1926 OSHA Regulations and Standards
p. ATC-45 Field Manual: Safety Evaluation of Buildings After Windstorms and Floods
q. FEMA and Federal Requirements for Access to Records
r. FEMA publications and standards
s. Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
t. Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
u. Other applicable Federal, State, and local laws, rules, regulations, policy, or guidance
v. **2 C.F.R. §200.321**.

4) The awarded Prime Contractor agrees, if subcontracts are to be utilized, to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered when possible.

Such consideration means:

a. These business types are included on solicitation lists;
b. These business types are solicited whenever they are deemed eligible as potential sources;
c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring a contractor under a Federal award to apply this section to subcontracts

5.5 WORK ORDER

Reference Attachment B for detailed list of work order locations.

5.6 WORK ORDER AUTHORIZATION AND COMPENSATION

During the terms of any contract awarded under this IFB, NCEM may request Prime Contractor to perform certain projects as described above, subject to specific work authorization in the form of a 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. Contracts at or above $500,000.00 will be awarded via formal bidding pursuant to N.C.G.S. § 143-129.

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

Construction 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 batches by NCEM to allow for the most efficient delivery of construction services for NCEM and the Prime Contractors. IFBs for these sealed bids will be substantially the same as the IFBs 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 IFBs 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 IFBs in public, as required by State law.

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

5.7 PERFORMANCE AND PAYMENT BONDS

All projects will require 100% performance and payment bonds after issuance of the Purchase Order (PO) and shall be furnished at the Pre-Demolition Conference. A Notice to Proceed (NTP) will be issued following the review and approval of bonds along with any additional construction documents/schedules required by NCEM at the conference. **Failure to submit bonds at the Pre-Demolition Conference shall result in termination of the contract.**

Bids on projects above $500,000 must be accompanied by a bid bond in the amount of 5% of the bid and must be in the form of cash, cashier's check, certified check, or bond. The bid deposit/bond must accompany the bid at the time the bid is filed. Bids received without an accompanying bid deposit/bond cannot be opened and will be deemed non-responsive. The winning bidder forfeits the bid deposit/bond if he does not execute the contract within 10 days after award or fails to provide performance and payment bonds.

5.8 WITHDRAWAL/SEVERABILITY

NCEM makes no guarantee of volume of work under this Contract. Homeowner(s) may elect to withdraw from the program at any time up until the start of acquisition. All parties, including the Homeowner, Subrecipient, Vendor, and State, shall be notified within seven (7) days of the signed withdrawal letter.

At the time of withdrawal, the Vendor shall submit a final invoice for all tasks completed on the project site as of the date of withdrawal. The Vendor shall be reimbursed for eligible and completed tasks performed on the project site in accordance with the terms and conditions of the Contract.

In addition to the withdrawal of properties by a Homeowner, NCEM reserves the right to terminate individual properties included within the Contract for convenience or for cause, without affecting the remaining properties included within the

Contract. The withdrawal or termination of an individual property, whether for convenience or cause, shall not constitute termination of the Contract or otherwise affect the remaining properties or work authorized under the Contract.

For a property that is withdrawn or terminated, the Vendor shall submit, along with its final invoice for all completed tasks, the applicable percentage of any additional line items, including, but not limited to, profit and overhead and construction management costs, that corresponds to the percentage of work completed for the property as of the date of withdrawal or termination.

Once the final invoice for a withdrawn or terminated property has been submitted and processed, no additional invoices or charges may be submitted in association with that property unless expressly approved by NCEM in writing.

NCEM's approval of any final invoice shall not be construed as authorization for additional work, costs, fees, or charges associated with the withdrawn or terminated property unless such additional work or costs are expressly approved by NCEM in writing.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

This NCEM Contact information is provided for the Vendor's planning purposes for day-to-day coordination if awarded. Any Contract issues should be handled through the NCDPS contract administrator on the title page.

NCEM Point of Contact	
Name:	DeWayne Vaughan
Phone #:	919-665-1455
Email:	dewayne.vaughan@ncdps.gov

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 SYSTEM for AWARD MANAGEMENT (SAM) REGISTRATION

Registered in the System for Award Management (SAM) means that:

1. The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
2. The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
3. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
4. The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

1. An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).
2. The Offeror shall enter, in the block below, whether or not they are registered, and if so what their UEI is. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
3. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one.
4. Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

Vendor registered with System for Award Management: Yes ☐ No ☐

UIE Number: _____

6.3 INVOICES

Vendor shall submit invoices to the NCEM Project Manager once every 30 days or as agreed upon during the pre-construction meeting. The standard format for invoicing shall be single invoices, meaning Vendor shall provide the Project Manager with an invoice for each task or Work Order for each project site. Each task will only be permitted to be invoiced once, unless approved, in writing, by NCEM. Vendor will submit a separate invoice per bid project number. Invoices shall include detailed information, supporting documentation, proof of completion, and/or deliverables (as specified in the IFB) 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: Vendor's Contact Information, IFB Number, Bid Project Number, Work Order Date, Site Address, Item Description, Price, Quantity, and Unit of Measure. Additionally, the vendor shall invoice utilizing the correct line-item number and description identified in Attachment A. (Bid Worksheet), also identifying the subtask associated with the line item that was identified in Attachment A supplement(s) at time of bid. Failure to properly invoice as identified above will result in the invoice being rejected.

Proof of payment for supplies and materials to accompany invoices 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.

Proof of completion will be accepted in the following formats: Project Manager site visit and supplemental sign-off, drawings, reports, certificates, photos and/or any other format approved by the NCEM Project Manager.

Vendor(s) wishing to participate electronic fund transfer (EFT) shall fill out and submit with bid ATTACHMENT I: VENDOR ELECTRONIC PAYMENT FORM.

6.4 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.5 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.6 PERIODIC WEEKLY REPORTS

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

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

6.7 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

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

6.8 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

1. **Bond.** Vendor shall be required to furnish a performance and payment bond in the full contract amount (See Attachment L: Construction General Conditions, Article 16).
2. **Liquidated damages.** Vendor may be subject to liquidated damages under this Contract should conditions apply. (See IFB Section 4.6 Liquidated Damages, Attachment L: Construction General Conditions, Article 11).
3. **Retainage.** Vendor may be subject to a percentage of the Contract value held as retainage should conditions apply (See Attachment L: Construction General Conditions, Article 9, Article 12).

4. **Withholding.** Vendor may be subject to withholding under this Contract should conditions apply (See Attachment G: Construction General Conditions, Article 9, Article 13, Article 14; Attachment F: N.C. Terms and Conditions, Section 28; Attachment H: FEMA Rules and Regulations, Section 7).

6.9 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.10 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.11 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

6.12 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms

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ATTACHMENT A: BID WORKSHEET

Vendor shall offer a firm fixed price, inclusive of all labor, materials, transportation, general and administrative overhead, and profit for each project within this IFB. All bids shall use the provided Bid Worksheet form(s). No additional charges outside the fixed price will be allowed, unless approved by NCEM in writing. It is the responsibility of the Vendor, utilizing Attachment B and issued addenda, to assess each property prior to the bid submittal. Please reference Section 5.1 regarding ROE. No Change Orders will be approved on the claim that property conditions have changed from the information provided in ATTACHMENT B.

GENERAL INFORMATION:

a) The Vendor shall fill out the attached Bid Worksheet in its entirety.
b) Modifications to Bid Worksheet (i.e., adding/removing line items, modifying formulas, etc.) are not permitted. Noncompliance shall constitute grounds to reject Vendor's bid.
c) Vendor is responsible for providing information in all light blue cells.
d) *The Bid Summary Sheet auto-calculates the Work Phase Totals (Pre-Acquisition, Acquisition, Site-Demolition, and Miscellaneous) from subsequent Property Worksheets. Vendor shall verify that all amounts for each individual phase and the Grand Total have been calculated correctly. Any errors or concerns with the worksheet shall be brought to the immediate attention of the State; Vendor shall follow the contact method as specified in Section 2.3.*
e) Vendor must provide management costs and overhead/profit costs on the bid summary worksheet, as applicable.
f) An individual Property Worksheet must be filled out in its entirety for **EACH** Property. Property Worksheets are included within the Bid Worksheet. **If a Property Worksheet is not filled out in its entirety, this could affect the responsiveness of the bid.**
g) Vendor shall note the unit of measure for each line item listed on the Property Worksheet (i.e., linear feet, square feet, hour, flat rate, or any reasonable unit of measure). Vendor shall input a Unit Price and Quantity for every line item (a '1' must be entered in the Quantity column for flat or individual costs).
h) *A "Miscellaneous" Category has been provided within each Property Worksheet. Five additional rows have been provided if the Vendor determines other eligible costs should be provided in their bid. If Vendor elects to use this category, a description of the cost must be provided along with the unit of measure, unit price, and quantity.*

(SUPPLEMENT BID WORKSHEETS ATTACHED [Excel document])

PROJECT TIME FRAME:

Vendor shall provide the Project Time Frame. This Project Time Frame, in calendar days, shall begin with the Notice to Proceed and conclude with Substantial Completion, which is defined as the completion of demolition but prior to the post-demolition evaluation. Vendor shall meet this Project Time Frame, as well as other time frames put forth by NCEM, barring any unexpected acts of nature or as a result of events beyond its reasonable control requiring a change in the Scope of Work and/or Change Order(s). It is the responsibility of the Vendor to create a time schedule, including any phasing or work *overlap*, in order to complete all projects in the specified Project Time Frame provided below. Note that in bids containing more than one project, each individual project must be completed in the Project Time Frame provided for that project. If there are multiple projects in one bid, the Project Time Frames will run concurrently to other projects in the bid and not consecutively. The Project Time Frame submitted by each Vendor shall be used by the State when evaluating bids as to meet HMGP goals and deadlines.

BID Summary

ATTACHMENT A BID Summary

Line item 0001 4827-0025 Totals

LINE ITEM	WORK PHASE/DESCRIPTION	TOTAL
0001	ACQUISITION	$
0002	SITE DEMOLITION	$
0003	PROFIT & OVERHEAD	$
	GRAND TOTAL	$
TOTAL PROJECT TIME (# OF DAYS UNTIL COMPLETION)		

Line item 0002 4827-0089 Optional Properties

LINE ITEM	WORK PHASE/DESCRIPTION	TOTAL
0001	ACQUISITION	$
0002	SITE DEMOLITION	$
0003	PROFIT & OVERHEAD	$
	GRAND TOTAL	$
TOTAL PROJECT TIME (# OF DAYS UNTIL COMPLETION)		

Line item 0003 4827-0200 Optional Property

LINE ITEM	WORK PHASE/DESCRIPTION	TOTAL
0001	ACQUISITION	$
0002	SITE DEMOLITION	$
0003	PROFIT & OVERHEAD	$
	GRAND TOTAL	$
TOTAL PROJECT TIME (# OF DAYS UNTIL COMPLETION)		

Note: The bid worksheet (Attachment A Supplement) shall also be completed to identify the itemized work associated with each line item.

ATTACHMENT B: SUPPLEMENTAL PROPERTY DETAILS

Supplemental property details are provided in order to assist the Vendor(s) when creating its bid documents.

Costs associated with the preparation of the final construction documents, as noted in the bid worksheet, are acceptable line-item costs associated with this IFB. The Vendor(s) are strongly encouraged to review these documents thoroughly when completing its bid.

All documentation provided to the Vendor are to remain confidential and shall not be shared with outside personnel. The Vendor shall **NOT** contact any company or person(s) associated with the provide supplemental property details. All inquiries shall be submitted to the State as specified in Section 2.3.

The following property details are provided in order to assist Vendor(s) when creating their bid documents.

Project Number 4827-0025

Location No.	Address	City	County	Latitude	Longitude
1.	144 Atando Avenue	Charlotte	Mecklenburg	35.253846	-80.809912
2.	215 Mellow Drive	Charlotte	Mecklenburg	35.260880	-80.788064
3.	1009 Riverside Drive	Charlotte	Mecklenburg	35.314844	-80.992019
4.	1124 Riverside Drive	Charlotte	Mecklenburg	35.316286	-80.990616
5.	1125 Riverside Drive	Charlotte	Mecklenburg	35.316506	-80.991179
6.	1300 Riverside Drive	Charlotte	Mecklenburg	35.317612	-80.989268
7.	1308 Dean Street	Charlotte	Mecklenburg	35.252447	-80.844633
8.	1321 Riverside Drive	Charlotte	Mecklenburg	35.318789	-80.989809
9.	1327 Riverside Drive	Charlotte	Mecklenburg	35.318930	-80.989630
10.	1510 Riverside Drive	Charlotte	Mecklenburg	35.319521	-80.987982
11.	1513 Lake Drive	Charlotte	Mecklenburg	35.321218	-80.986858
12.	2035 Lake Drive	Charlotte	Mecklenburg	35.325172	-80.981874
13.	2421 Dora Drive	Charlotte	Mecklenburg	35.239738	-80.767507
14.	2916 October Court	Charlotte	Mecklenburg	35.247905	-80.874852
15.	3210 Brixton Court	Charlotte	Mecklenburg	35.232268	-80.779965
16.	1217 Riverside Drive	Charlotte	Mecklenburg	35.317668	-80.990432
17.	1301 Riverside Drive	Charlotte	Mecklenburg	35.318193	-80.990096
18.	10120 Little Creek Road	Mint Hill	Mecklenburg	35.173739	-80.673501
19.	1113 Riverside Drive	Charlotte	Mecklenburg	35.316239	-80.991350

Property Address	144 Atando Ave	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28205
Latitude	35.253846	**Longitude**	-80.809912

Front	**Right**
Rear	**Left**

Property Address	215 Mellow Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28213
Latitude	35.260880	**Longitude**	-80.788064

Front	**Right**
Rear	**Left**

Property Address	1009 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.314844	**Longitude**	-80.992019

Front	**Right**
Rear	**Left**

Property Address	1124 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.316286	**Longitude**	-80.990616

Front	**Right**
Rear	**Left**

Property Address	1125 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.316506	**Longitude**	-80.991179

Front	**Right**
Rear	**Left**

Property Address	1300 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.317612	**Longitude**	-80.989268

Front	**Right**
Rear	**Left**

Property Address	1308 Dean St	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28216
Latitude	35.252447	**Longitude**	-80.844633

Front	**Right**
Rear	**Left**

Property Address	1321 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.318789	**Longitude**	-80.989809

Front	**Right**
Rear	**Left**

Property Address	1327 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.318930	**Longitude**	-80.989630

Front	**Right**
Rear	**Dock**

Property Address	1510 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.319521	**Longitude**	-80.987982

Front	**Right**
Rear	**Left**

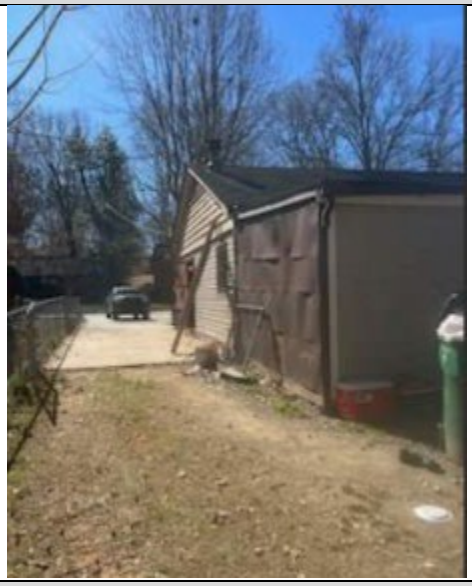
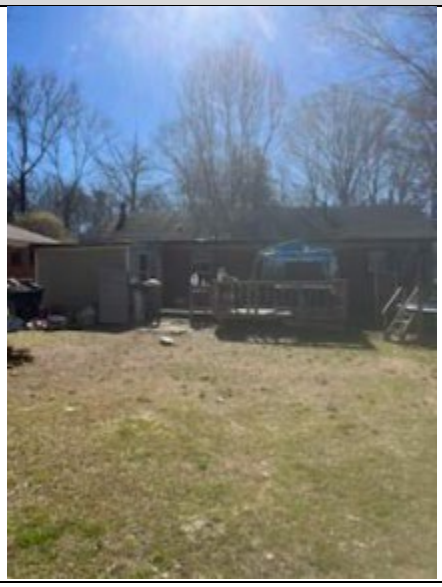
Property Address	1513 Lake Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.321218	**Longitude**	-80.986858

Front	**Right**
Rear	**Left**

Property Address	2035 Lake Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.325172	**Longitude**	-80.981874

Front	**Right**
Rear	**Left**

Property Address	2421 Dora Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28205
Latitude	35.239738	**Longitude**	-80.767507

Front	**Right**
	
Rear	**Left**
	

Property Address	2916 October Ct	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28208
Latitude	35.247905	**Longitude**	-80.874852

Front	**Right**
Rear	**Left**

Property Address	3210 Brixton Ct	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28205
Latitude	35.232268	**Longitude**	-80.779965

Front	**Right**
Rear	**Left**

Property Address	1217 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.317668	**Longitude**	-80.990432

Front	**Right**
Rear	**Left**

Property Address	1301 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.318193	**Longitude**	-80.990096

Front	**Right**
Rear	**Left**

Property Address	10120 Little Creek Rd	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28227
Latitude	35.173739	**Longitude**	-80.673501

Front	**Right**
	Address located on Property (Postal City) 10120 LITTLE CREEK RD MINT HILL NC 28227 **Mailing Address** 10120 LITTLE CREEK RD CHARLOTTE NC 28227
Rear	**Left**

Property Address	1113 Riverside Dr	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.316239	**Longitude**	-80.991350

Front	**Right**
Rear	**Left**

Project Number 4827-0089

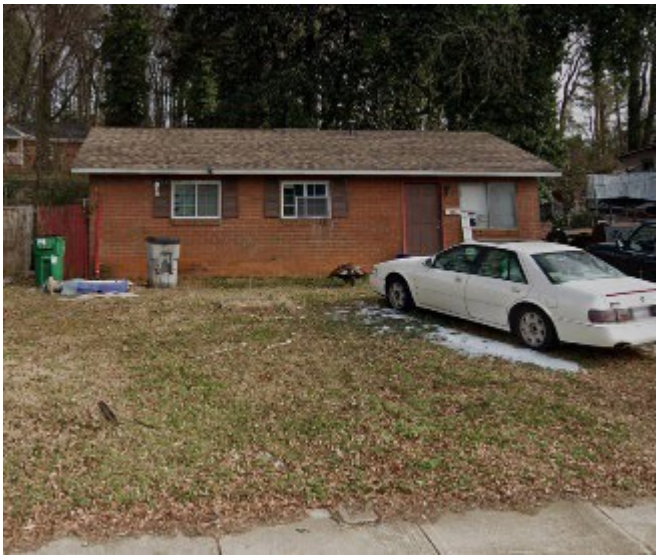
Options: Pending State administrative approval, the State may or may not exercise the option and award the properties below. If the State does choose to exercise the option, the State will exercise the option within option exercise time frame provided in this solicitation by the selected Vendor(s). The State asks the Vendor to provide a timeline for the optioned properties identified in attachment A. If the optioned properties are exercised, the # of days provided in attachment A for the optioned properties will extend the original timeline provided for the non-optional properties. It is possible that not all properties will be optioned. The State will notify the Vendor in writing of the exercise of this option.					
4827-0089 Mecklenburg County Acquisition Demolition					
1.	136 Wellingford Street	Charlotte	Mecklenburg	35.259645	-80.790279
2.	142 Wellingford Street	Charlotte	Mecklenburg	35.259832	-80.790187
3.	507 Burroughs Street	Charlotte	Mecklenburg	35.262014	-80.784013
4.	935 Riverside Drive	Charlotte	Mecklenburg	35.314257	-80.992157
5.	3134 LaSalle Street	Charlotte	Mecklenburg	35.257652	-80.867355
6.	3200 LaSalle Street	Charlotte	Mecklenburg	35.257503	-80.867424
7.	3700 Broad Oak Drive	Charlotte	Mecklenburg	35.147309	-80.961797

***Optioned**

Property Address	136 Wellingford Street	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28213
Latitude	35.259645	**Longitude**	-80.790279

Front	**Right**
Rear	**Left**

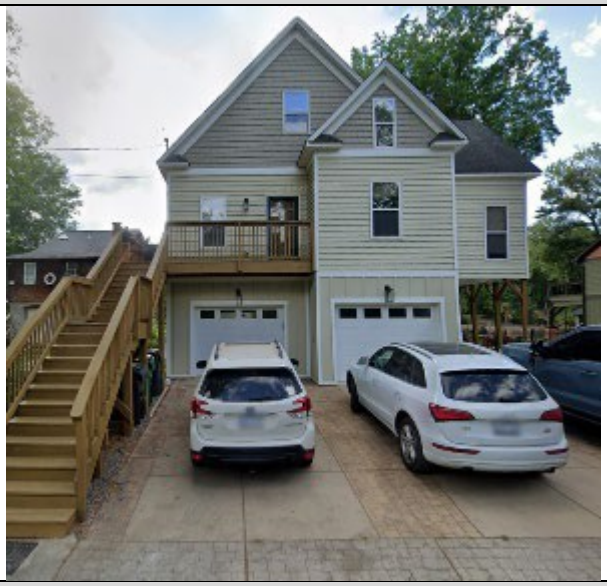
Property Address	142 Wellingford Street	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28213
Latitude	35.259832	**Longitude**	-80.790187

Front	**Right**
	
Rear	**Left**

Property Address	507 Burroughs Street	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28213
Latitude	35.262014	**Longitude**	-80.784013

Front	**Right**
Rear	**Left**

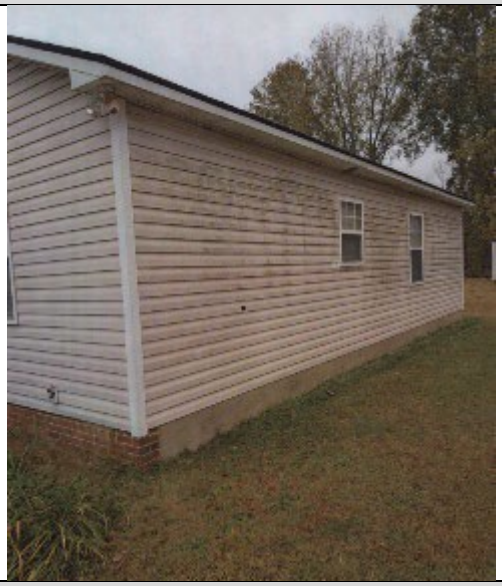
Property Address	935 Riverside Drive	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.314257	**Longitude**	-80.992157

Front	**Right**
	
Rear	**Left**

Property Address	3134 LaSalle Street	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28216
Latitude	35.257652	**Longitude**	-80.867355

Front	**Right**
Rear	**Left**

Property Address	3200 LaSalle Street	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28216
Latitude	35.257503	**Longitude**	-80.867424

Front	**Right**
	
Rear	**Left**

Property Address	3700 Broad Oak Drive	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28273
Latitude	35.147309	**Longitude**	-80.961797

Front	**Right**
Rear	**Left**

Project Number 4827-0200

*Optioned

4827-0200 Mecklenburg County Acquisition Demolition					
1.	1001 Riverside Drive	Charlotte	Mecklenburg	35.314421	-80.992107

Property Address	1001 Riverside Drive	City	Charlotte
County	Mecklenburg	Postal Code	28214
Latitude	35.314421	Longitude	-80.992107

Front	Right
Rear	**Left**

Property Address	1001 Riverside Drive, continued	**City**	Charlotte
County	Mecklenburg	**Postal Code**	28214
Latitude	35.314421	**Longitude**	-80.992107

ATTACHMENT D: CUSTOMER REFERENCE FORM

Solicitation Number: _____

Vendor Name:_____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation Number: _____

Vendor Name:_____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of 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:

1 Where within the United States will work be performed?

_____

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of 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 of 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 F: CERTIFICATION OF FINANCIAL CONDITION

Solicitation Number: _____

Name of Vendor: _____

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

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

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

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

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

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

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

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

Note: This shall constitute a continuing certification, and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— **If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.**

_____

Signature Date

_____

Printed Name Title

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

ATTACHMENT G: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Vendor's Authorized Official

_____
Name and Title of Vendor's Authorized Official

_____
Date

ATTACHMENT H: SUBCONTRACTOR FORM

Vendor shall provide all requested information on the provided SUBCONTRACTOR FORM for any and all subcontractors to be utilized during the course of work being performed through this solicitation. All subcontractors utilized by the Vendor shall meet the provisions set forth within this solicitation. The State may directly contact any or all of the subcontractors provided in order to verify the information provided, should it be deemed necessary.

GENERAL INFORMATION:

a) All subcontractors utilized by the Vendor and their subcontractors (i.e., sub-subcontractors) shall be included on this form. Vendor shall submit within their bid package as many SUBCONTRACTOR FORMS as necessary to include all subcontractors.
b) Vendor shall affix their company name and the bid number, found on the cover sheet of this solicitation, atop all SUBCONTRACTOR FORMS included in their bid package.
c) Vendor shall include the subcontractor's business address. This address shall be the principal place from which the trade or business of the subcontractor is directed or managed.
d) Vendor shall include all licenses or registrations necessary for the subcontractor to complete any tasks requested by the Vendor. The name(s) of the license holder, type of license, and license number shall be included, as applicable.
e) Vendor shall provide a brief description of the primary functions and services to be rendered by each subcontractor.

SUBCONTRACTOR FORM FOLLOWS

SUBCONTRACTOR FORM

VENDOR		BID NUMBER	

SUBCONTRACTOR			
Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number			
Description of Services			

SUBCONTRACTOR			
Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number			
Description of Services			

SUBCONTRACTOR			
Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number			
Description of Services			

ATTACHMENT I: VENDOR ELECTRONIC PAYMENT FORM

NOTE: A Payment Form is not required if the Vendor has already submitted a form with current information

INSTRUCTIONS:

1. Check the appropriate box at the top of the form:
    a. New Add Request – Vendor would like to begin receiving payments via ACH.
    b. Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
    c. Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.
2. Enter the Vendor's Tax Identification Number or Social Security Number.
3. Enter the Payee Name – The name of the person or business receiving payment.
4. Enter the Vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. Enter the Vendor's contact name, title, and phone number.
6. Enter the Vendor's financial information:
    a. Financial Institution Name – Name of the financial institution.
    b. Name on Account – The account owner's name.
    c. Routing Number – Nine-digit number identifying the financial institution.
    d. Account Number – The bank account number where the funds should be deposited.
    e. Account Type – Is this a checking or savings account? Check the appropriate box.
    f. Remit E-mail Address – Enter the email address to which the remittance advices should be sent.
7. For a **New Add Request only**, provide the following:
    a. NC State Agency Name – The State agency the Vendor is doing business with.
    b. NC State Agency Contact Name – The Vendor's contact person name at the State agency.
    c. NC State Agency Contact Email Address – The contact person's email address at the State agency.
    d. NC State Agency Contact Phone Number – The contact person's phone number at the State agency.
8. Prior Financial Information – this is required if the Vendor's bank account, routing number, or remittance email address has changed.
    a. Financial Institution Name – Name of the prior financial institution.
    b. Name on Account – The account owner's name.
    c. Routing Number – Nine-digit number identifying the prior financial institution.
    d. Account Number – The bank account number where the funds were being deposited.
    e. Account Type – Is this a checking or savings account? Check the appropriate box.
    f. Remit E-mail Address – Enter the email address to which the remittance advices were being sent.
9. Review all information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed**.
10. Print Name – Print the name of the authorized signee on the form.
    Date – Date of signature.
    Signature – The authorized signee's signature.
    Phone Number – The authorized signee's phone number.

(VENDOR ELECTRONIC PAYMENT FORM ATTACHED SEPARATELY)

ATTACHMENT J: INSTRUCTIONS TO VENDOR

READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

REQUEST FOR OFFERS

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

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms and Conditions included in the Solicitation document as part of the Contract. Depending upon the goods or service being offered, other terms and conditions may apply.

DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. AGENCY SPECIFIC TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. ADDENDUM: a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. BAFO: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. BUYER: The employee of the State or Other Eligible Entity that places an order with the Vendor.
5. COMMUNITY COLLEGE: Any of the fifty-eight (58) public North Carolina Community Colleges.
6. CONTRACT: A contract resulting from or arising out of Vendor responses to this Solicitation.
7. CONTRACT ADMINISTRATOR: A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. CONTRACT MANAGER: A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
9. Electronic Vendor Portal (eVP): System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities.
10. E-PROCUREMENT SERVICES: The program, system, and associated services through which the State conducts electronic procurement.
11. FOB-DESTINATION: Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A

Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

12. IFB: Invitation for Bids (a type of Solicitation document)
13. LOT: A grouping of similar products within this Solicitation document.
14. OFFER: the bid or proposal submitted in response to this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
15. OFFEROR: the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer to Contract.
16. ON-TIME DELIVERY: The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
17. PROCUREMENT LEAD: Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
18. QUALIFIED BID/PROPOSAL: A responsive bid submitted by a responsible Vendor.
19. RESPONSIBLE: Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
20. RESPONSIVE: Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
21. RFI: Request for Information (an information gathering tool that does not result in a contract)
22. RFPQ: Request for Pre-Qualifications (a type of Solicitation document)
23. RFQ: Request for Quotes (a type of Solicitation document)
24. STATE: The State of North Carolina, including any of its sub-units recognized under North Carolina law.
25. STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
26. STATE DEPARTMENTS: Department of Administration, Department of Adult Correction, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
27. VENDOR: The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
28. WORK: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
29. YOU and YOUR: Offeror.

II. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the 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 Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

III. BID SUBMISSION

1. VENDOR’S REPRESENTATIVE: Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor’s

bid.

2. SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror.

   a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

   b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

   c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

   d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

   e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

3. EXECUTION: Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer non-responsive, and it may be rejected.

4. STATE OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. BID IN ENGLISH and DOLLARS: Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. LATE BIDS: Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

   a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

   b) For bids submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are

      urged to take the possibility of delay into account when submitting a bid by U.S. Postal Service, courier, or other delivery service.

7. DETERMINATION OF RESPONSIVENESS: Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. CONTENTS OF OFFER:

   a) Offers should be complete and carefully worded and should convey all of the information requested.

   b) Offers should be prepared simply and economically, providing a straightforward, concise description of the

Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.

c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. MULTIPLE OFFERS. If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. CLARIFICATION: The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. ACCEPTANCE AND REJECTION: The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. BASIS FOR REJECTION: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. INFORMATION AND DESCRIPTIVE LITERATURE: Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. WITHDRAWAL OF BID OR PROPOSAL: Bids submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Bids that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. COST FOR BID OR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.

16. INSPECTION AT VENDOR'S SITE: The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

17. RECYCLING AND SOURCE REDUCTION: It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use.

Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

18. CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA: As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. SUSTAINABILITY: To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

    a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.

    b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non- recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

    c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

21. INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

    a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

    b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

    A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be *void ab initio.*

22. VALID TAXPAYER INFORMATION: All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:

https://www.osc.nc.gov/state-north-carolina-sub-w-9/open

23. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: The North Carolina *electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: https://evp.nc.gov.*

24. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

25. TABULATIONS: Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), *https://evp.nc.gov*.. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

26. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment,

each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

27. COMMUNICATIONS BY VENDORS: In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

28. INFORMAL COMMENTS: The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

29. PROTEST PROCEDURES: When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

    When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

    The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

    Note: Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at https://evp.nc.gov. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

30. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, *(4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.*

31. ADDENDA: Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.

32. ORAL EXPLANATIONS NON-BINDING: Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

33. MAXIMUM COMPETITION: The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

34. FIRM OFFER: Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

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ATTACHMENT K: N.C. GENERAL TERMS AND CONDITIONS

1. **PERFORMANCE**
   a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
   b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
   c) In Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
   d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
   e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).
2. **DEFAULT AND TERMINATION:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract.
   a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
   b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days' written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
   c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the

option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**
   a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
   b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
   c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
   d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
   e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
   f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. **TAXES:** Any applicable taxes shall be invoiced as a separate item
   a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAW:**
   a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
   b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
   c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15- 01.

8. **NON-DISCRIMNATION COMPLIANCE:**

Wholly State Funded Contracts.

a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:

e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information. The Vendor shall 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.

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

g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts.

h) The Vendor shall 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, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

i) The Vendor further agrees that it 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 Vendor 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.

j) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it 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.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor. The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

i. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and

ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and makes every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and

ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. **ACCESS TO PERSONS AND RECORDS:**

a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). 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 such retention of records 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 record retentions period, whichever is later.

b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:

1. The State Auditor.
2. The internal auditors of the affected department, agency or institution.
3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
4. Receive reports as required by law or as requested by the Commission.
5. Access and review

a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and

b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. **ASSIGNMENT OR DELEGATION OF DUTIES:**

a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.

b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors: (1) Potential for damage to State property or property of a third party, (2) Potential for bodily injury to State employees or third parties, (3) Whether Vendor will transport State property, clients, or employees, (4) Use of a vehicle to accomplish the work or to travel to or from State locations, (5) Anticipated physical contacts of the Vendor with the State, (6) Anticipated number and activity of Vendor personnel within the State, and (7) Any other unique considerations that could result in harm, bodily injury, or property damage. The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) **REQUIREMENTS -** Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) **COVERAGE -** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

i. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

ii. For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:

1. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage.

iii. For Contracts valued in excess of $1,000,000.00 the following limits shall apply:

1. **Worker's Compensation -** The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
2. **Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **Automobile -** Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

16. **GENERAL INDEMNITY**:

a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.

b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.

d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT**: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.

b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

18. **SUBCONTRACTING**: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein.
19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
    The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.
    The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.
21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.
22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
28. **FEDERAL FUNDS PROVISIONS:** ***Where federal funds are utilized in connection with this procurement, and to the extent applicable*** **and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.** Failure or unwillingness of the Vendor to continually meet any of

these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. **Some of these same provisions are contained later in the document under Attachment H: FEMA Rules and Regulations.** The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

a) **No Governmental Non-Competes**. Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.

b) **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.

d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with the Contract Work Hours and Safety Standards Act.

   i. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one- North Carolina General Terms and Conditions Version Date: 11/2021 Page | 12 half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   ii. *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 Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

   iii. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).

   iv. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **Clean Air Act and The Federal Water Pollution Control Act.**

   i. Clean Air Act

      1. 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.
      2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency 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.
      3. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ii. Federal Water Pollution Control Act
   1. 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.
   2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
   3. The Vendor agrees that these requirements will be included in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. 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 federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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 the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

i. To the extent applicable, 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.

ii. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at https://ncadmin.nc.gov/documents/vendor-forms.

h) Procurement of Recovered Materials.

i. Unless specified otherwise in the Contract, 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.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, 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.

ii. 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.

iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled **"AMENDMENTS,"** except as approval and signature by any federal official may also be required.

k) **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.

l) **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).

m) **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.

n) **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.

o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal 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, and the policies of the federal agency(ies) providing funding, procedures, and directives.

p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

29. **PREA:** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors, or parties are strictly prohibited from engaging in personal dealings or conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff member will contradict the standards of the Federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under State law, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with NCDPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985. Also, it may violate State law to sell or give an inmate or juvenile and alcoholic beverages, barbiturates or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate State law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any

juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

ATTACHMENT L: CONSTRUCTION GENERAL CONDITIONS

ARTICLE 1 – WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

a) Prime Contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by Prime Contractor, EOR, GC/CM, PM and/or NCEM. A copy of the plans and specifications shall be provided to Owner.

b) Prime Contractor shall maintain at the job office a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by Prime Contractor and submitted to the EOR and NCEM upon project completion and no later than thirty (30) days after acceptance of the project.

c) Prime Contractor shall maintain at the job office a record of all required tests or special inspections that have been performed, clearly indicating the Scope of Work inspected and the date of approval or rejection. Prime Contractor shall make these tests, and special inspection reports available to GC/CM, PM, NCEM, the Authority Having Jurisdiction ("AHJ") and/or Owner upon request.

ARTICLE 2 – OWNERSHIP OF DRAWING AND SPECIFICATIONS

a) State Construction Documents. All drawings and specifications are instruments of service and remain the property of NCEM and/or its EOR, but Prime Contractor has a license to use drawings and specifications for future renovation of work at the site. Prime Contractor's use of these instruments on work other than this Contract without permission of NCEM is prohibited.

b) Contractor Construction Documents. All drawings and specifications provided by Prime Contractor in the construction of a Project remain intellectual and proprietary property of the Prime Contractor and/or its EOR. Prime Contractor and/or its EOR grant limited license to NCEM to use drawings and specifications for renovations or work at the site. NCEM's use of these plans and specifications on work other than this Contract without permission of Prime Contractor and/or its EOR is prohibited and NCEM is prohibited from selling Prime Contractor's and/or its EOR's plans and specifications.

ARTICLE 3 – MATERIALS, EQUIPMENT, EMPLOYEES

a) Prime Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of this work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of the same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

c) Upon notice, Prime Contractor shall furnish evidence as to quality of materials.

d) Products are generally specified by American Society of Testing and Materials (ASTM) or other reference standards and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Prime Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Prime Contractor has the option of using any product and manufacturer combination listed. However, Prime Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a **specific** brand, make, manufacturer or specific name.; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the EOR and/or GC/CM for approval or disapproval; such approval or disapproval shall be made by the EOR and/or GC/CM prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to Owner and the EOR and Owner approves.

e) EOR and/or GC/CM shall be the judge or equality for proposed substitution of products, materials or equipment and whether they comply with HMGP and/or grant eligibility rules, requirements and/or standards. The State shall be notified of all substitutions of products, materials, or equipment.

ARTICLE 4 – ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. Prime Contractor shall protect and save harmless Owner, GC/CM, PM, NCEM, the State of North Carolina and/or FEMA against suit on account of alleged or actual infringement. Prime Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 5 – PERMITS, INSPECTIONS, FEES, REGULATIONS

a) Prime Contractor shall give all notices and comply with all laws, ordinances, codes, rules and/or regulations bearing on the conduct of the work under this Contract. If Prime Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the EOR, GC/CM and PM in writing. Any necessary changes required after Contract award shall be made by Change Order in accordance with Article 19. If Prime Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the EOR, GC/CM and PM, he shall bear all costs arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.

b) All work under this Contract shall conform to the North Carolina State Building Code and other State, local, and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the Prime Contractor and be included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by Prime Contractor and included within the bid proposal unless noted otherwise.

ARTICLE 6 – PROTECTION OF WORK, PROPERTY AND THE PUBLIC

a) Prime Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protection, as required by NCEM, PM, and/or EOR, and by laws or ordinances governing such conditions. Prime Contractor shall be responsible for any damage to Owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall remedy such damages. Prime Contractors shall be responsible for and pay for any damages caused to Owner. Prime Contractor shall have access to the project at all times.

b) Prime Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to NCEM or Owner.

c) No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from NCEM and/or PM.

d) Prime Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around the same. Prime Contractor shall barricade all walks, roads, etc., as directed by the GC/CM to keep the public away from the construction. All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lit at night.

e) Prime Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all State laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. Prime Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairwells and similar hazards. Prime Contractor shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

f) Prime Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

g) Prime Contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to Prime Contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the Contract. The name of the safety inspector shall be made known to the GC/CM, PM and NCEM at the time of the preconstruction meeting and in all cases prior to any work starting on the project.

h) In the event of an emergency affecting the safety of life, the protection of work, or safety of adjoining properties, Prime Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by Prime Contractor on account of such action shall by determined as provided for under Article 10(b).

i) Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall by borne by Prime Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging waste products.

ARTICLE 7 – SEDIMENTATION POLLUTION CONTROL ACT OF 1973

a) Any land-disturbing activity performed by Prime Contractor in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and AC, as amended (15 N.C.A.C. 4A, 4B and 4C).
b) Upon receipt of notice that a land-disturbing activity is in violation of said act, Prime Contractor shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
c) Prime Contractor shall by responsible for defending and legal actions instituted pursuant to G.S. § 113A-64 against any party or persons described in this article.
d) To the fullest extent permitted by law, Prime Contractor shall indemnify and hold harmless NCEM, PM, EOR, and the agents, consultants and employees of NCEM and PM, and EOR from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fee, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 8 – INSPECTION OF THE WORK

a) It is a condition of this Contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by Prime Contractor, EOR, designated official representatives of GC/CM, Authority Having Jurisdiction, PM, NCEM and those persons required by State law to test special work for official approval. Prime Contractor shall therefore provide safe access to the work at all times for such inspections. Owner must give advance notice to Prime Contractor and/or GC/CM to ensure Owner safety pursuant to OSHA requirements.
b) Where special inspection or testing is required by virtue of any State laws, instructions of the EOR and/or GC/CM, specifications or codes, Prime Contractor shall give adequate notice to the EOR, GC/CM and PM of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the EOR. Such special tests or inspections will be made in the presence of the GC/CM, or his authorized representative, or EOR (if necessary) and it shall be the Prime Contractor's responsibility to serve ample notice of such tests.
c) All laboratory tests shall be paid for by Prime Contractor unless provided otherwise in the contract documents, including laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient, except when the testing laboratory did not follow the appropriate American Society of Testing and Materials (ASTM) testing procedures.
d) Should any work be covered up or concealed prior to inspection and approval by Authority Having Jurisdiction and/or NCEM representative (when required by the Contract) and/or special inspector, such work shall be uncovered or exposed for inspection, if so, required by Authority Having Jurisdiction (verbally or in writing) or NCEM (in writing). Inspection of the work will be made upon notice from the Prime Contractor. All costs involved in uncovering, repairing, replacing, recovering and/or restoring to design condition the work that has been covered or concealed will be paid by the Prime Contractor involved.

ARTICLE 9 – CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

a) Prime Contractor agrees that the terms of its Contract shall apply equally to each subcontractor as to Prime Contractor, and Prime Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. Prime Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. § 143-134.1 titled Interest on final payments due to Prime Contractors: payments to subcontractors.
b) Within seven (7) days of receipt by Prime Contractor of each periodic or final payment, Prime Contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven (7) days after receipt of periodic or final payment by Prime Contractor, Prime Contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due. PM and NCEM shall not be liable for interest resulting from Prime Contractor's failure to pay any subcontractor.
c) NCEM will retain no more than five (5) percent of the progress payments from Prime Contractor, which will be released upon file acceptance of the HMGP project. Should Prime Contractor fail to perform work under the Contract, substantially delay completion of the work, or fail to correct non-conforming work in a timely manner, NCEM, through PM, may be retainage to correct non-conforming work and/or complete performance of the Contract. The percentage of retainage on payments made by Prime Contractor to the subcontractor shall not exceed the percentage of retainage on payments made by NCEM to Prime Contractor. Any percentage of retainage on payments made by Prime Contractor to the subcontractor that exceeds the percentage of retainage on payments made by NCEM to Prime Contractor shall be subject to interest to be paid by Prime Contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
d) Nothing in this section shall prevent Prime Contractor, at the time of application and certification to PM and NCEM, from withholding application and certification to NCEM for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be files; failure of

subcontractor to make timely payments for labor, equipment and materials; damage to Prime Contractor or another subcontractor; reasonable evidence that subcontractor cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by NCEM.

ARTICLE 10 – CHANGES IN THE WORK

a) NCEM, through PM, may make changes to the work covered by the Contract. These changes will not invalidate any portion of the Contract and will not relieve or release Prime Contractor from any guarantee given by it pertinent to the Contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original Contract.

b) Except in an emergency endangering life or property, no change shall be made by Prime Contractor except upon receipt of an approved Change Order or written field order from PM authorizing such change. No claim for adjustments of the Contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal Change Order shall be issued as expeditiously as possible.

In the event of an emergency endangering life or property, Prime Contractor may be directed to proceed on a time and materials basis, whereupon Prime Contractor shall proceed and keep accurately on such form as specified by PM and/or NCEM, a correct account of costs, together with all proper invoices, payrolls and supporting data. Upon completion of the work, the Change Order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

c) In determining the value of changes, either additive or deductive, Contract shall be based on the discretion of NCEM.

d) Should below grade concealed conditions by encountered in the performance of the work, or should concealed or unknown conditions in an existing structure by at variance with the conditions indicated by the Contract documents, the Contract sum and time for completion may be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified. All Change Orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

e) In all Change Orders, Prime Contractor will provide such bid and supporting data in suitable written format. PM shall verify correctness. Delay in the processing of the Change Order due to lack of proper submittal by Prime Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of Prime Contractor's accepted bid, including all supporting documentation required by PM, PM shall prepare the Change Order and forward to Prime Contractor for his signature or otherwise respond, in writing, to Prime Contract's bid. Within seven (7) days after receipt of the Change Order executed by Prime Contractor, PM's representative shall certify the Change Order by his or her signature, and forward the Change Order and all supporting data to NCEM for its review of HMGP and/or grant eligibility compliance and, if compliant, NCEM will sign the change order and the revised scope of work may proceed. If the Change Order is denied, then Prime Contractor shall not proceed with the work. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or via field orders approved by all parties and then shall be substantiated in writing as outlined under normal procedure.

f) A Change Order, when issued, shall include full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

g) Prime Contractor understands and acknowledges that any and all Change Orders made subsequent to this Grant Agreement shall be incorporated herein by reference into this original Grant Agreement. Subsequent Change Orders shall then represent the entire Grant Agreement between the parties for the new construction of their damaged home under the Program.

ARTICLE 11 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

a) Prime Contractor shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the PM and shall fully complete all work hereunder within the time of completion stated in the Contract. In addition to completion, other time frames, such as substantial completion, are specified in the contract and must be followed. Time is of the essence, and Prime Contractor acknowledges NCEM will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the sum of $250.00 per ay shall be deducted from Prime Contractor's next draw request as liquidated damages reasonably estimated in advance to cover the losses incurred by NCEM by reason of failure of said Prime Contractor to complete the work within the time specified, such time being in the essence of this Contract and a material consideration thereof. If Prime Contractor disputes the calculation of liquidated damages, the NCEM may recover actual damages.

b) If Prime Contractor is delayed at any time in the progress of his work solely by: any act or negligence of Owner, PM or NCEM; by change ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond Prime Contractor's control; or by any other causes which PM and NCEM determine may justify the delay, then the Contract time may be extended by Change Order only for the time which PM and NCEM may determine is reasonable.

Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is performed. For purposes of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the Contract period involved with the average of the preceding

five (5) year climatic range during the same time interval based on the Nation Oceanic and Atmospheric Administration National Weather Service statistics for the locality where the work is performed and on daily weather logs kept on the job side by the Prime Contractor reflecting the effect of the weather on progress of the work and initialed by the PM's representative. No weather delays shall be considered after the building is dried-in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of NCEM do not entitle Prime Contractor to compensable damages for delays. Any Prime Contractor claim for compensable damages for delays is limited to delays caused solely by Owner or its agents. Prime Contractor caused delays shall be accounted for before Owner or PM caused delays in the case of concurrent delays.

c) **Requests for extensions of time shall be made in writing to PM, with copies provided to NCEM and PM, within fifteen (15) days following cause of delay**. The request must contain a brief description of: the event or situation that caused the delay; how the event and situation impacted critical work needed to complete the project on time as such work is reflected in the schedule or reasonably inferred from the progress of construction; a statement of Prime Contractor's inability to perform other work to mitigate the impact of the event or situation causing delay; a statement that Prime Contractor (including employees, subcontractors, or suppliers) were not the cause of the event or situation; and such other additional work and costs incurred by Prime Contractor resulting from the event or situation delaying Prime Contractor's work. **Prime Contractor understands that the failure to provide a timely request with the requested details and cost information shall result in rejection of the request absent a reasonable and substantiated explanation for the lack of timeliness which was caused by events, situations or persons outside Prime Contractor's control. Prime Contractor further understands that the payments made under this Contract are from a Federal grant administered by a State agency and, as a result, Prime Contractor understands that any requests for time extensions are subject to the State and Federal False Claims Acts and auditing requirements.**

d) If a performance or payment bond has been provided by Prime Contractor for this project, then Prime Contractor shall notify its surety in writing of any extension of time that is granted by NCEM.

ARTICLE 12 – APPLICATIONS FOR PAYMENT

a) Prime Contractor shall submit to PM a request for payment for work done on a schedule agreed upon by Prime Contractor and PM. The request shall be in the form agreed upon between Prime Contractor and PM, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the Contract with the following information:
   1. Total value of Contract including Change Orders.
   2. Value of work completed to date.
   3. Less five percent (5%) retainage.
   4. Less previous payments.
   5. Current amount due.

b) Prime Contractor, upon request of PM, shall substantiate the request with invoices or vouchers or payrolls or other evidence including compliance with Federal prevailing wage laws.

c) Prior to submitting the first request, Prime Contractor shall prepare for PM a schedule of values (SOV) showing a breakdown of the Contract price into values of the various parts of the work, so arranged as to facilitate payments to Prime Contractor and subcontractors. Prime Contractor shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier.

d) NCEM will direct PM to withhold retainage up to the statutory amount of five percent (5%) to ensure a Prime Contractor's completion of the project and/or it resolve any disputes with NCEM or subcontractors.

ARTICLE 13 – CERTIFICATES OF PAYMENT AND FINAL PAYMENT

a) Within five (5) days from receipt of request for payment from Prime Contractor (or other date set by Prime Contractor, PM and NCEM), Prime Contractor shall issue and forward to PM a certificate for payment. This certificate shall indicate the amount requested by Prime Contractor. If the certificate is withholding payment.

b) No certificate issued or payment made shall constitute an acceptance of the work or any part thereof until issuance of a certificate of occupancy is issued by Authority Having Jurisdiction, and PM and NCEM closeout the Contract (warranties and guarantees shall remain in effect after Contract closeout). The making and acceptance of final payment shall constitute a waiver of all claims by Prime Contractor against Owner, PM and/or NCEM except:
   1. Claims arising from unsettled liens or claims against Prime Contractor.
   2. Faulty work or materials appearing after final payment.
   3. Failure of Prime Contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
   4. As conditioned in any payment bond.

c) Prime Contractor shall forward to PM and NCEM the final application for payment along with the following documents:

1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material supplies.
2. Affidavit of Release of Liens.
3. Affidavit of Prime Contractor of payment to material suppliers and subcontractors.
4. Consent of Surety to Final Payment.
5. Certificates of State agencies required by State law.
6. If applicable, Asbestos Manifest from a permitted disposal facility.
7. Warranty certification by homeowner.
8. Homeowner Acceptance of work.

ARTICLE 14 – PAYMENT WITHHELD

a) PM, with approval of NCEM, may withhold payment for the following reasons:
   1. Faulty work not corrected.
   2. The unpaid balance on the contract is insufficient to complete the work in the judgement of the EOR and/or PM.
   3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
   4. Payment documentation has not been submitted by the Prime Contractor or is unacceptable.
   5. Non-compliance with contractual requirements.

b) When grounds for withholding payments have been removed, payment will be released.

ARTICLE 15 – RESERVED

ARTICLE 16 – PAYMENT & PERFORMANCE BONDS

a) **Payment Bond - NCEM, through PM, will require Prime Contractor to furnish a payment bond executed by a surety company authorized to do business in North Carolina. The bond shall be in the full Contract amount. The bond shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.**

b) **Performance Bond – NCEM, through PM, will require Prime Contractor to furnish a performance bond executed by a surety company authorized to do business in North Carolina. The performance bond shall be in the full Contract amount. Prime Contractor shall submit a sample performance bond and sample power of attorney to NCEM and PM for review and approval.**

ARTICLE 17 – PRIME CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due Prime Contractor on account of the Contract shall not become due until Prime Contractor has furnished to PM and NCEM and affidavit signed, sworn, and notarized to the effect that all payments for materials, services, or subcontracted work in connection with his Contract have been satisfied, and that no claims or liens exist against Prime Contractor in connection with this Contract. In the event that Prime Contractor cannot obtain similar affidavits from subcontractors to protect Prime Contractor and Owner from possible liens or claims against the subcontractor, Prime Contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of Prime Contractor's knowledge, and if any appear afterwards, Prime Contractor shall hold NCEM and Owner harmless.

ARTICLE 18 – USE OF PREMISES

a) Prime Contractor shall confine its equipment, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of Authority Having Jurisdiction, PM, and NCEM and shall not exceed those established limits in is operation.
b) Prime Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
c) Prime Contractor shall enforce PM's and NCEM's instructions regarding signs, advertisements, fires and smoking.
d) No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 19 – CUTTING, PATCHING AND DIGGING

a) Prime Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other subcontractors shown upon or reasonably implied by the drawings and specifications for the complete structure, as the EOR or PM may direct.
b) Any cost brought about by defective or ill-times work shall be borne by the party responsible, therefore.
c) Prime Contractor should coordinate the work of the subcontractors to avoid unnecessary cutting, fitting, or patching so that Prime Contractor avoids damaging the work of its subcontractors, and subcontractors avoid damaging the work of Prime Contractor and/or other subcontractors.

ARTICLE 20 – UTILITIES, STRUCTURES, SIGNS

a) If the house is unoccupied, Prime Contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services which may be necessary and required for completion of the project, including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in Prime Contractor's name until work has final acceptance. Prime Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility

companies during construction is the sole responsibility of Prime Contractor. If occupied, PM, Prime Contractor and Owner must reach an agreement as to apportionment of utilities, which must be included in the Contract before construction begins.

b) Meters shall be relisted in Owner's name on the day following final acceptance, and Owner shall pay for services used after that date.

ARTICLE 21 – CLEANING UP

a) Prime Contractor shall keep the building and surrounding area reasonably free from rubbish at all times and shall remove debris from the site on a timely basis or when directed to do so by PM. Prime Contractor shall provide an onsite refuse container(s) for the use of all contractors. Prime Contractor shall remove rubbish and debris from the building on a daily basis. Prime Contractor shall broom clean the building as required to minimize dust and dirt accumulation.

b) Prime Contractor shall provide and maintain suitable all-weather access to the building.

c) Before final inspection and acceptance of the building, Prime Contractor shall clean the work area, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by Owner, with no cleaning required by Owner.

ARTICLE 22 – GUARANTEE

a) Prime Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to Owner. Prime Contractor shall provide a ten (10) year warranty for all structural work performed under the Contract.

b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. Prime Contractor shall replace such defective equipment or materials, without cost to Owner, within the manufacturer's warranty period.

c) Additionally, Owners may bring an action for latent defects caused by the negligence of Prime Contractor which are hidden or not readily apparent to Owner, NCEM or PM at the time of final acceptance, whichever occurred first, in accordance with applicable law.

d) Guarantees for roofs, equipment, materials, and supplies shall be stipulated in the specification sections governing such roof, equipment, materials, or supplies. Prime Contractor shall also provide all instruction manuals stipulated in the specification sections and/or that were furnished to Prime Contractor from the manufacturer (e.g., hot water heaters, HVAC units, electrical equipment or fixtures, plumbing equipment and fixtures, appliances, etc.).

ARTICLE 23 – WOMEN AND MINORITY BUSINESS PARTICIPATION

In accordance with 2 C.F.R. § 200.321, the Prime Contractor agrees, if subcontracts are to be utilized, to make all considerations to ensure that small, minority, women, and veteran-owned businesses are used when possible. In addition, N.C.G.S. § 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for the HMGP. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts*, including affidavits, is found on the N.C. State Construction Office website.

ARTICLE 24 – PRIME CONTRCTOR EVALUATION

Prime Contractor's overall work performance on each assigned or awarded HMGP project/Contract shall be fairly evaluated in accordance with the policy and procedures for determining continued prequalification for future work in the HMGP. Prime Contractor Evaluation Procedures are hereby incorporated and made a part of Prime Contractor's approval of its application for prequalification. PM and NCEM will evaluate Prime Contractor's performance.

ARTICLE 25 – GIFTS

Pursuant to G.S. § 133-32, it is unlawful for any Vendor or Contractor (i.e. architect, bidder, prime contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.) to make gifts or to give favors to any State employee. This prohibition covers those Vendors and Contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, Vendors and Contractors are encouraged to review G.S. § 133-32.

During the construction of the Project, Prime Contractor and subcontractors are prohibited from making gifts to any employee of NCEM and/or and other State employee from and other State agency that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project. In addition, Prime Contractors are prohibited from making gifts to the Owner at any time. Prime Contractors in violation of this provision of the agreement will be removed from participation in the program and reported to FEMA for investigation.

ARTICLE 26 – AUDITING – ACCESS TO PERSONS AND RECORDS

In accordance with 2 C.F.R. § 200.501 and G.S. § 147-64.7, the Office of the Inspector General (OIG), State Auditor, NCEM, or other applicable State agency internal auditors, or FEMA shall have access to Prime Contractor's officers, employees, agents, and/or other persons in control of and/or responsible for Prime Contractor's records that relate to this Contract for purposes of

conducting audits under the referenced statute. FEMA and NCEM's internal auditors shall also have the right to access and copy Prime Contractor's records relating to the Contract and Project during the term of the Contact and within five (5) years following the completion of the Project/closeout of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Prime Contractor's requests for payment, requests for Change Orders, Change Orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from PM, NCEM and/or Owner.

ARTICLE 27 – NORTH CAROLINA FALSE CLAIMS ACT

The False Claims Act (31 U.S.C. § 3729) and the North Carolina False Claims Act ("NCFCA"), G.S. §§ 1-605 through 1-618, apply to this Contract. Prime Contractor should familiarize itself with the False Claims Act and the NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment it submits to the State through the contracting State agency, institution, university, or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) Prime Contractor's liability under the NCFCA may arise from, but not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiencies, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting State agency, institution, university or community college.

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ATTACHMENT M: 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 IFB, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the 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.** Termination of the Contract for Cause shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
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 actions 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or change, 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 Vendor 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 Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    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 Vendor'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 Vendor 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 Vendor 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 Vendor further agrees that it 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 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 Vendor 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 Vendor 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 case to the Department of Justice for appropriate legal proceedings.

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

<u>Compliance with the Contract Work Hours and Safety Standards Act</u>.

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

b) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the Vendor 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 Vendor 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 Vendor 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 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. (See Attachment I below)

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-cpg-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 Vendor 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 Vendors 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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. **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, excepts, 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 with 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.

15. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
16. **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.
17. **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.
18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
19. **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.
20. **Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.** In accordance with 2 C.F.R. § 200.321, the Vendor agrees if subcontracts are to be utilized, to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered when possible.
21. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the Vendor 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
22. **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.

23. **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).
24. **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 www.dhs.gov/publication/dhs-standard-terms-and-conditions.
25. **Debarment, Suspension, and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Vendor 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).
26. **Subcontracts.** Vendor shall not enter any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting 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.

27. **Assignability.** Vendor 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 Vendor 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.
28. **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.
29. **Iran Divestment Act Certification.** Vendor 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), Vendor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
30. **Federal Funding Accountability and Transparency Act (FFATA).** The Vendor 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 Unique Entity Identifier (UEI) number. The Vendor 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.
31. **Client Data and Other Sensitive Information.** The Vendor 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.
32. **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.
33. **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 N: CERTIFICATION REGARDING DEBARRMENT, SUSPENSION, AND OTHER MATTERS RELATED TO COVERED TRANSACTIONS

Certification Regarding Debarment, Suspension, and Other Matters Related to Covered Transactions

(Please read the Information Regarding Certifications below prior to signing)

This certification is required by 2 C.F.R. 180, 2 C.F.R. 3000, EO 12549, and EO 12689. This contract is a covered transaction for purposes of The Department of Homeland Security's policies and procedures related to non-procurement transactions.

The undersigned prospective Vendor, on behalf of it and its principals, certifies the following:

A. Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
B. Vendor has not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
C. Vendor is not currently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any offenses enumerated in this certification; and
D. Vendor has not within a three-year period preceding this application had one or more transactions (federal, state, or local) terminated for cause, or default.
E. Where the prospective Vendor is unable to certify any of the statements in this certification, prospective Vendor shall attach an explanation to their IBF.

_____

BUSINESS LEGAL NAME

_____

NAME AND TITLE OF AUTHORIZED OFFICIAL

_____*DATE*

INFORMATION REGARDING CERTIFICATIONS

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 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 certifies that it will comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, and will include a requirement to comply with these regulations in any lower tier covered transaction it enters.
c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Vendor did not comply with 2C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

e. The terms "covered transaction," "debarred", "suspended", "material representation", and "ineligible" as used in this certification, have meanings set out in the definitions in Executive Order 12549 and at 2 C.F.R. 180.

f. The prospective Vendor shall provide immediate written notice to the North Carolina Department of Public Safety, Purchasing and Contracts Point of Contact if at any time the prospective Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. The information provided herein may not encompass all information pertinent to each prospective Vendor. This provision of information is not intended to obviate prospective Vendors' prerogative or necessity to seek the advice of its counsel.

***** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration *****

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