



# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF PUBLIC SAFETY**

### **North Carolina Emergency Management (NCEM)**

**Request for Proposal #: 19-RFP-015356-DAD**

## **Prepositioned Contract for Mosquito Control Services**

**Date of Issue: June 2, 2021**

**Proposal Opening Date: June 28, 2021 at 2:00 PM ET**

**Proposal Opening Location: DPS Purchasing and Logistics  
3030 Hammond Business Place  
Raleigh, NC 27603**

**Direct all inquiries concerning this RFP to:**

Angie Dunaway

Purchasing and Contracting Director

Email: [angie.dunaway@ncdps.gov](mailto:angie.dunaway@ncdps.gov)

Phone: 919-609-0937



## STATE OF NORTH CAROLINA

### Request for Proposal # 19-RFP-015356-DAD

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
eVP Vendor #

\_\_\_\_\_  
FID #

Note: For your proposal to be considered, your company must be a North Carolina registered vendor in good standing. You should enter above the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>. If you **need assistance determining your eVP number** contact the eProcurement Help Desk at **888-211-7440** Option 2 or [vendor@nc.gov](mailto:vendor@nc.gov).

**Sealed, mailed responses ONLY will be accepted for this solicitation.**

**STATE OF NORTH CAROLINA**  
**Department of Public Safety**  
North Carolina Emergency Management (NCEM)

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <a href="mailto:angie.dunaway@ncdps.gov">angie.dunaway@ncdps.gov</a>	<b>Request for Proposal # 19-RFP-015356-DAD</b>
<b>Using Agency:</b> Emergency Management	<b>Proposals will be publicly opened:</b> June 28, 2021 at 2:00 pm ET
<b>Requisition No.:</b> PR12086569	<b>Commodity No. and Description:</b> 851116 Non-contagious disease prevention and control (UNSPSC). 948-33 Disease Prevention and Control Services, Non-Contagious (NIGP).

**EXECUTION**

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

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

- that this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

*As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot 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 #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
<b>VENDOR'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	<b>EMAIL:</b>

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. This document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2021, as indicated on this certification, by \_\_\_\_\_ (Authorized Representative of Department of Public Safety)

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Emergency Management (NCEM), a division of the North Carolina Department of Public Safety (DPS), is soliciting proposals from qualified Vendors that have specific experience, qualifications, and equipment in the areas identified in this solicitation to provide mosquito control services to assist post-storm recovery efforts; and, in mosquito outbreak regions to help prevent mosquito-borne disease; which will allow North Carolina residents to maximize the ability to stay outdoors during efforts to minimize COVID-19 transmission.

NCEM works with the public, local health departments and other public health agencies, healthcare professionals, educators, businesses, and communities to ensure that North Carolina and its local governments are prepared to respond to disasters and disease situations that affect the people who live, work and visit North Carolina. This includes suppression of mosquitoes that impair recovery efforts after weather events, and mosquitoes that are confirmed or suspected of transmitting mosquito-borne diseases. To assist in its' efforts, NCEM is soliciting offers from qualified Vendors to provide mosquito surveillance and suppression services. These services could range from treating small sections in municipalities by backpack or truck during a localized mosquito-borne outbreak, to treating millions of acres across multiple counties using aircraft after a significant storm. The services will be provided on an "as requested" basis.

This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion. Entities that are eligible to activate a contract awarded pursuant to this RFP include specific public entities that are also considered eligible entities as outlined in 44 CFR 206.221 and may include the following: counties, incorporated municipalities, public school systems, community colleges, other units of government located within a geographic region, and state agencies such as the NC Department of Health and Human Services, constituent institutions of the University of North Carolina, and other state agencies. Entities activating this mosquito control contract are referred to in this RFP as "Activating Entities".

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

- (a) State and local governments.
- (b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).
- (c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

### 1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of contract award (the "Effective Date").

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an eProcurement solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.

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

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.6 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.



## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	June 2, 2021
Submit Written Questions	Vendor	June 10, 2021 by <b>10:00</b> AM ET
Provide Response to Questions	State	June 14, 2021
Submit Proposals	Vendor	June 28, 2021 by <b>2:00</b> PM ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [angie.dunaway@ncdps.gov](mailto:angie.dunaway@ncdps.gov) AND [Kathryn.VanTol@ncdps.gov](mailto:Kathryn.VanTol@ncdps.gov) by the date and time specified above. Vendors should enter “19-RFP-015356-DAD: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

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

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal received after the proposal deadline will be rejected.

### Mailing address for delivery of proposal (hand delivery, special delivery, overnight, or any other carrier)

PROPOSAL NUMBER: **19-RFP-015356-DAD** Mosquito Control  
 Attn: Angie Dunaway  
 North Carolina Department of Public Safety

RFP Opens: June 28, 2021 at 2:00 pm ET

Purchasing and Logistics  
3030 Hammond Business Place  
Raleigh, NC 27603

For proposals 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 proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit one **(1) signed hardcopy** proposal response and one **(1) electronic** version on a flash drive.

The electronic (flash drive) shall contain two (2) files:

- **un-redacted** version (an exact replica of the signed hardcopy) and,
- if required, **redacted** version (all Proprietary and Confidential Information Excluded; and, Federal ID number removed).

**Redacting refers to the blacking out of information so it is not visible.**

Hardcopy and electronic copy shall be submitted simultaneously with the proposal response to the address identified in the table above. Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

- b) Submit your proposal in a sealed package. Clearly mark the package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

**The North Carolina Department of Public Safety, in responding to public records requests, will release the contents of the Redacted electronic (flash drive) file provided by the Vendor. It is the sole responsibility of the Vendor to ensure that the Redacted file complies with the requirements of Paragraph 29, CONFIDENTIAL INFORMATION, of ATTACHMENT B: INSTRUCTIONS TO VENDORS and ALL proprietary and confidential information has been removed.** Cost information shall not be deemed confidential under any circumstances.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s).

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

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Listed below as a courtesy are attachments that require completion and/or signature. ***All pages of the RFP should be returned.***

- a) Completed and signed **EXECUTION PAGE** (page 3 of this RFP)
- b) Completed and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- e) Completed and signed ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- f) Completed ATTACHMENT F: CUSTOMER REFERENCE FORM
- g) Completed ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Vendor's Proposal

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the RFP document. Please refer to this list and ATTACHMENT B: INSTRUCTIONS TO VENDORS for meaning as you review the RFP document and complete your bid.

- a) **CONTRACT ADMINISTRATOR:** Representative of the North Carolina Division of Emergency Management (NCEM) responsible for providing daily technical oversight of the contract and making sure the vendor performs according to the technical requirements of the contract.
- b) **CONTRACT OFFICER:** Representative of the Department of Public Safety Division of Purchasing and Logistics who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- c) **DPS:** Department of Public Safety.
- d) **NCEM:** North Carolina Emergency Management.
- e) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the RFP and then publicly opened. NO responses will be accepted after that time and date.
- f) **PRINCIPLE PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- g) **REDACTED:** Edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed; including removal of federal identification/social security number and any Personal Identifiable Information (PII). The electronic redacted file provided by the Vendor that will be released by DPS in responding to public records requests.
- h) **SERVICES or SERVICE DELIVERABLES (TASKS):** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this RFP.
- i) **UN-REDACTED:** Copy of the Vendors proposal response unedited including all confidential and/or proprietary information.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

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

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements using the Best Value method based on the criteria described below.

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

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

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the proposer, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 30, COMMUNICATIONS BY VENDORS, of the INSTRUCTIONS TO VENDORS.

#### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

Responsive proposals will be evaluated according to the method specified in Section 3.4 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. At that date and time, the proposal from each responding Vendor will be opened publicly and the name of the Vendor will be announced. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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

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 submit a best and final

offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

### **1) Source Selection**

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

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

### **2) Best and Final Offers (BAFO)**

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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

At its discretion, the State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State may evaluate BAFOs, oral presentations, and product demonstrations as part of the Vendors' respective offer to attain their final ranking.

Failure to deliver a BAFO when requested shall disqualify a Vendor from further consideration.

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

### 3.4 EVALUATION CRITERIA

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

All responsive proposals will be evaluated, and award will be made to the Vendor(s) meeting the RFP requirements using the Best Value method based on the criteria described below and which will result in an award most advantageous to the State.

- Experience/Qualifications (certification/license)
- Equipment
- Quality of the Proposed Plan to Meet Scope of Work (Response Methodology/Response Timeline)
- Cost

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### 4.1 PRICING

Proposal price shall constitute the total cost to NCEM/Activating Entities for complete performance in accordance with the requirements and specifications herein. Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation and travel related expenses, general and administrative overhead, and profit. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Vendor shall complete ATTACHMENT A: PRICING FORM and include in Proposal.

### 4.2 INVOICES

- a) Invoices must be submitted to the NCEM/Activating Entity Contract Administrator in hard copy on the Vendor's official letterhead and must be identified by a unique invoice number unless otherwise directed by the Contract Administrator.

**NCEM** invoices shall be submitted: **Greg Weavil**

**NCEM Logistics Support Branch Manager (NCEM Contract Administrator)**

[gregory.weavil@ncdps.gov](mailto:gregory.weavil@ncdps.gov)

**919-717-2426 Cell**

**Activating Entity** invoices shall be submitted to the person specified by the entity.

- b) Invoices must bear the correct contract number (19-RFP-015356-DAD) and purchase order number to ensure prompt payment. Vendor's failure to include the correct purchase order number may cause delay in payment.
- c) Invoices must include an accurate description of the work for which the invoice is being submitted (based on completion of the Tasks indicated in Attachment A: PRICING), the invoice date, the period of time covered, and the amount of fees due to Vendor.

### 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 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 the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the

State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Officer may require annual recertification of the vendor's financial stability.

#### **4.4 VENDOR EXPERIENCES**

In its Proposal, **Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina.** Vendor shall provide information as to the qualifications, experience, certifications, and licenses of all personnel to be assigned to this contract, including the responsibilities to be assigned to each person. Reference Section 3.4 EVALUATION CRITERIA.

#### **4.5 REFERENCES**

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

#### **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 proposal 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 NCEM Contract Administrator. Vendor shall further agree that it will notify the NCEM Contract Administrator of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will agree to approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the services of any person providing services under 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 the proposal results in an award, the 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 Deliverables.

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL

NCEM works with the public, local health departments and other public health agencies, healthcare professionals, educators, businesses, and communities to ensure that North Carolina and its county governments are prepared to respond to disasters and disease situations that affect the people who live, work and visit North Carolina. This includes suppression of mosquitoes that impair recovery efforts after weather events, and mosquitoes that are confirmed or suspected of transmitting mosquito-borne diseases. To assist in its' efforts, NCEM is soliciting offers from qualified Vendors to provide mosquito surveillance and suppression services. These services could range from treating small sections in municipalities by backpack or truck during a localized mosquito-borne outbreak, to treating millions of acres across multiple counties using aircraft after a significant storm. The services will be provided on an "as requested" basis.

NCEM requests proposals from qualified Vendors that have specific experience, qualifications, and equipment in the areas identified in this solicitation.

**Vendor shall indicate in its proposal the proposed plan to meet the Scope of Work (plan/response methodology) and timeline (response time) for meeting the Scope of Work.** Reference Section 3.4 EVALUATION CRITERIA.

Vendor must identify the personnel to be assigned to the contract, including the organizational structure, and each person's area of responsibility. Vendor shall indicate the experience, qualifications and certifications (applicable to this contract). Vendor must have sufficient qualified staff and equipment to immediately enter into a contract under this RFP and to manage any work called for in the RFP.

**Vendor's proposal must contain evidence of Vendor's experience, qualifications (certification/license), and equipment in the area directly related to the requirements of this RFP.** Reference Section 3.4 EVALUATION CRITERIA.

### 5.2 TASKS/DELIVERABLES

The tasks to be performed are:

- 1) Preparation, Planning, and Setup
- 2) Mosquito Surveillance
- 3) Residential Inspections and Household Control
- 4) Broadcast Mosquito Larval Control
- 5) Area-wide Mosquito Adult Control
- 6) Reporting

**TASK 1: PREPARATION, PLANNING, AND SETUP**

- a) Vendor shall be prepared to start surveillance and control within **72 hours** of being notified that this contract is being activated.
- b) Storm Events: For county-wide or multi-county truck and/or aerial adulticiding after storms or other high-water events:
  - 1. Vendor shall coordinate with officials with NCEM or the Activating Entity to organize mosquito surveillance to determine the primary mosquito species of concern.
  - 2. Vendor shall coordinate with officials to create/edit aerial spray block maps and truck spray routes.
- c) Container Aedes Disease Events: For localized areas of mosquito-borne disease transmission involving “container Aedes” or similar mosquitoes:
  - 1. Vendor shall set up Inner and Outer Human Case Zones (HCZ) with an approximate 110- and 220-yard radius around the index home(s), workplace, or area of human activity (as dictated by NCEM/Activating Entity).
  - 2. The Vendor shall provide a risk-assessment operational map to NCEM/Activating Entity within **96 hours** of this contract being activated.
  - 3. The Vendor shall create and distribute operational maps of each HCZ with the index case in the middle of each, showing outline of the 110- and 220- yard zones.
  - 4. The Vendor shall have the ability to supply as few as **4 Field Inspectors**, and ramp up to **100 Inspectors** statewide, if needed, in a **30-day** period.
- d) Other Disease Events: For localized areas of mosquito-borne disease transmission involving non-container mosquitoes:
  - 1. Vendor shall coordinate with officials to organize mosquito surveillance to determine the primary vector mosquito species of concern.
  - 2. Vendor shall coordinate with officials to determine the most appropriate method(s) of immediately reducing the number of infected adult mosquitoes, and reducing future populations of adult mosquitoes through larviciding.
  - a. Work undertaken through this contract may be reimbursable as an emergency protective measure by the Federal Emergency Management Agency’s (FEMA) Public Assistance program. To preserve potential reimbursement documentation of the following factors should be maintained and provided to officials.
    - i. Proof that disease exists or is imminent with supporting documentation that a specific threat to the health and safety of the public has been identified in accordance with 44 CFR 206.225(a)(2).
    - ii. A letter from the county health department indicating the presence of a serious health threat or a mosquito nuisance that is severely hampering the local disaster recovery effort must be obtained.
    - iii. Insecticide formulations must be among those approved and registered by the U.S.

Environmental Protection Agency for mosquito control, and must be applied according to label directions and precautions by appropriately trained and certified applicators.

Furthermore, mosquito abatement measures must comply with all other Federal, State, Territorial, and local laws, ordinances, and regulations concerning vector control.

- iv. Before spraying, the NCEM/ Activating agency will contact the NC Department of Environmental Quality and the FEMA Environmental and Historical Preservation (EHP) points of contact to identify and validate spray exclusions areas due to the presence of endangered or threatened or critical habitat, and documentation of those exclusion zones should be maintained.
- v. If work is being performed solely to prevent nuisance mosquitos a request must be made in advance of doing work.

## **TASK 2: MOSQUITO SURVEILLANCE**

- a) Storm Events: For county-wide or multi-county truck and/or aerial adulticiding after storms or other high-water events:
  - 1. Vendor may be requested to set CDC-style CO2-baited miniature light traps, BG Sentinel, Gravid, or other traps used to collect floodwater and other long-flight mosquito species.
  - 2. Vendor may be requested to identify mosquitoes from these traps.
  - 3. Vendor may be requested to collate identification data and landing rate data for use by Agency or local officials to create/modify truck routes and aerial spray blocks.
- b) Container Aedes and Other Disease Events: For localized areas of all types of mosquito-borne disease transmission:
  - a. Vendor may be requested to conduct surveillance for ovipositing female mosquitoes using ovitraps, and/or gravid traps. CDC-style CO2-baited traps or other traps may also be proposed or requested. Traps collecting ovipositing female mosquitoes are preferred as it may act as a secondary method to eliminate infected females, allow for parity testing (i.e., age determination) and virus infection assessment.
  - b. Vendor shall supply NCEM/Activating Entity, if requested, or its designees with adult mosquitoes, eggs, and/or larvae for use in conducting insecticide resistance, viral, or parity testing and other quality assurance activities. This shall require the Vendor to maintain locally-based cold chain equipment and protocols.

**TASK 3: RESIDENTIAL INSPECTONS AND HOUSEHOLD CONTROL**

For situations involving disease transmission in localized areas, Vendor may be requested to:

- a) Conduct residential inspections within the Inner HCZ (i.e., 110 yards with a goal of 95% of properties visited and 90% of properties treated. The Outer HCZ shall have less intensive inspections with a goal of 90% of properties visited and 70% of properties treated. These goals may be altered at any time by NCEM/Activating Entity.
  - a. The Vendor shall inspect/treat all houses in each case zone (up to 220 yards from index house) at least once per case event.
  - b. The front or back yards of any property shall not be treated/inspected more than once per 5 days. Properties that have already been inspected/treated shall be temporarily skipped, and then be visited 6 or more days after the previous visit.
  - c. NCEM/Activating Entity shall advise the Vendor on the procedure for attaining access to the yards, per state and local privacy laws.
- b) Leave hangtags at each home detailing the results of the inspection. If the resident is not home the hangtag shall state that an inspection will be conducted in up to 3 days unless the homeowner contacts the Vendor at a given phone number/email or applicable laws prohibit entrance onto the property. Records of the hangtag distribution and visitation results shall be reported to NCEM/Activating Entity weekly at minimum.
- c) Empty all potential larval production containers (e.g., tarps, buckets, plant pot receptacles, children's toys) when possible, or treat them with residual (e.g., 30 days or greater) larviciding products containing spinosad, methoprene, or other residual larvicide product approved by NCEM/Activating Entity personnel. Containers which are dry at the time of treatment, but which could hold water later, shall also be treated with these products.
- d) Manage containers holding mosquito pupae by either dumping them out or treating with a pupacide containing no more than 10% mineral oil. All containers containing pupae shall be treated with residual larvicides after dumping.
- e) Distribute one Natular DT Consumer Pack (e.g., 12-pack) per home, or similar residual larvicide labeled for retail distribution, at a rate of one pack per property per response event. The Vendor shall instruct the homeowner to apply the products as directed, especially at those properties where access was not successful. Alternate products shall require prior approval by NCEM/Activating Entity personnel.
- f) Use only adulticides in which the target species are "Susceptible" or at most "Developing Resistance" to the active ingredients or formulated product per CDC recommended guidelines. Products to which the local mosquitoes are "Resistant" shall not be used. If only data on the active ingredients are available at the time of application, these data will be used temporarily as a proxy for the formulated product results.
- g) Work with NCEM/Activating Entity personnel to start testing active ingredients or formulated products for resistance/susceptibility status within 7 days of activation of this contract.
- h) Apply a residual barrier spray to foliage around homes within the Inner HCZ, with a goal of 70%+ of homes

receiving treatment. Barrier sprays should be applied to non- flowering, non- consumable vegetation, under porches, homes, foundations and other dark areas where *Ae. albopictus/aegypti* are likely to hide. The product shall be labeled for such use. If none are available, an alternate residual product shall be considered by NCEM/Activating Entity for approval.

- i) Apply a short-term Ultra Low Volume adulticide at any properties where adult mosquitoes are present at the time, biting is reported by the homeowner, or have been collected nearby within the previous week.

#### **TASK 4: BROADCAST MOSQUITO LARVAL CONTROL**

For situations involving disease transmission in localized areas or suppression of mosquitoes after storm events, Vendor may be requested to:

- a) Larvicide with Vectobac WDG (or equivalent) by air and/or by truck-mounted ground blowers. If Vectobac WDG is used, the final droplet size for the majority of larviciding product shall be approximately 110 -120  $\mu\text{m}$   $\pm$  10  $\mu\text{m}$ , at a minimum of 80 feet above ground level (to clear trees and the majority of buildings).
- b) Provide evidence of Vectobac WDG (or equivalent product) droplet sizes with their selected equipment. Acceptable collection methods include droplet collection cards, spinners, or other NCEM/Activating Entity approved device, at heights of approximately 10, 20, 40, 60, 80, and 100 feet above ground level. Evidence that these conditions have been achieved with previously collected data using the same equipment is also acceptable.
- c) Within 72 hours of initiation of the initial spray event, the Vendor shall provide data regarding effectiveness of liquid larvicide broadcasting. Droplet and bioassay data downwind from the Vendor's selected dispersal tool shall be provided to NCEM/Activating Entity in the form of larval cup bioassays, and droplet card/slides, if available.
- d) After initiation of broadcast liquid larviciding during emergency operations, Quality Assurance of the larvicides effectiveness shall be accomplished by bioassay cups placed at residences by NCEM/Activating Entity personnel, with support from the Vendor. Published data, or raw data submitted to NCEM/Activating Entity for review, of the same product under similar conditions can be used as a substitute.

#### **TASK 5: AREA-WIDE MOSQUITO ADULT CONTROL**

For situations involving disease transmission in localized areas or suppression of mosquitoes after storm events, Vendor may be requested to:

- a) Include adulticiding products containing naled, chlorpyrifos, and malathion in its suite of available products.
- b) Conduct truck and/or aerial ULV treatments covering areas as small as 5,000 acres to over 1,000,000 acres.
- c) Provide assurance of product effectiveness by providing raw data from pre- and post-spray mosquito identifications, landing counts, conducting cage tests and/or other means.

**TASK 6: REPORTING**

- a) Container Aedes Disease Events: For localized areas of mosquito-borne disease transmission involving "container Aedes" or similar mosquitoes:
- i. Vendor shall track the addresses and dates, and products used at each house/area, and this data shall be available to crews in the field so they do not repeatedly treat the same house within a 5-day period.
  - ii. All areas treated shall have an identification name and number (e.g., house number, name of park, empty woodlot, tire pile, or other identifier).
  - iii. Vendor may request the following information from local health departments:
    - The home, work, and daytime activity addresses of patients under investigation for or confirmed with a mosquito-borne infection (i.e., whichever locations have significant likelihood of being a foci of mosquito-human contact) within 24 hours of the health department learning of the case. All HIPAA-related requirements shall be met prior to the State/NCEM/Activating Entity releasing such information.
    - Updates of the health department within 24 hours of it learning when the status of the case changes. That is, from a "person under investigation" to a negative mosquito-borne infection (e.g. Zika) test, or for some other reason becomes, or is no longer, a transmission threat.
  - iv. The Vendor shall report the following to NCEM/Activating Entity weekly after initiation of the Contract, unless directed otherwise by NCEM/Activating Entity personnel:
    - Map of control areas and identifiable by street address or site number (for parks, open lots, traffic right of way vegetation, etc.);
    - The number of houses visited;
    - The number of front yards inspected/treated;
    - The number of backyards inspected/treated; and,
    - Activity performed at each property, including:
      - The number of items dumped;
      - The products used, by brand with chemicals clearly denoted;
      - The amounts used;
      - Date and Time;
      - Notes on entrances, front and/or back treated;
      - Number of retail larvicide packets distributed, and,
      - Other information as dictated by NCEM/Activating Entity.
- b) Storm and Large-scale Disease Suppression Events: For county-wide or multi-county truck and/or aerial adulticiding after storms, high-water events, or in response to a wide-area disease outbreak:

- i. **Prior to Aerial Operations:** An approved FAA Congested Area Plan shall be provided to NCEM/Activating Entity prior to commencement of operations.
- ii. **During Aerial Operations:** At minimum, Vendor shall maintain an accurate daily flight records and furnish NCEM/Activating Entity with copies upon request. If EMS SkyConnect Mission Management System, or equivalent, is available, NCEM/Activating Entity shall be provided a web login to track the aircraft at its discretion. This system enables one to track and text message the aircraft on a real time basis through a website. This system also includes a satellite phone to permit voice communications with the crew.
- iii. **During Truck Operations:** Vendor shall maintain daily records of truck ULV treatments, and furnish NCEM/Activating Entity with copies upon request.
- iv. **After Aerial Operations**
  - i. Post-mission GPS maps and reports for each spray block shall be supplied to NCEM/Activating Entity by noon the day following the commencement of each spray event.
  - ii. Shapefiles and final reports shall be provided to NCEM/Activating Entity within 24 hours of completion of each spray event.
  - iii. Copies of daily flight records shall also be provided to NCEM/Activating Entity.
  - iv. NCEM/Activating Entity shall be provided, at minimum, digital copies of maps displaying the following:
    - 1. Landmarks for orientation (e.g., major/minor roads, water bodies, county & city boundaries, exclusion areas, parks, notable Federal/State properties, etc.)
    - 2. Date and time of application (i.e., takeoff, first spray on, last spray off, landing)
    - 3. Name and EPA # of the pesticide applied
    - 4. Total volume of pesticide applied
    - 5. Application rate (in OZ and/or POUNDS per acre)
    - 6. Range and/or average of attitude AGL during applications
    - 7. Air speed of the aircraft during applications
    - 8. Acres treated
    - 9. Outline of spray block(s)
    - 10. Wind speed and direction
    - 11. Flight path
    - 12. Flight direction
    - 13. Offset
    - 14. Spray on/off indicators
    - 15. Swath width (or mapped visualization of the same)
    - 16. Model and tail number of aircraft used for application
    - 17. Name of pilot(s) and State licenses number
  - v. If available, Vendor shall provide a digital GIS map capable of “replaying” the aerial mission as it was flown using the on-board flight recording software. The map shall graphically display the flight path, spray switch status, air speed, date, time, positional GPS coordinates, meteorological variables, and spray cloud drift

prediction data for each application. The AIMMS-20 weather system and Wingman™ GX application system should demonstrate how proper amount of product was applied in the proper treatment area, as well as depicting predictions where the product drifted.

### 5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. **Vendor shall provide a copy of a valid North Carolina pesticide applicator's license**, or evidence of being reciprocated with another state, if applicable.

### 5.4 TECHNICAL APPROACH

Vendor's **proposal shall include**, in narrative, outline, and/or graph form the Vendor's **approach to accomplishing the tasks** outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. Reference Section 3.4 EVALUATION CRITERIA.

#### A. RESPONSE TIME AND PRE-SPRAY REQUIREMENTS

- 1. Response Time.** Vendor shall have aircraft and ground support team in position to perform aerial ULV operations within 72 hours of notification by NCEM/Activating Entity. Vendor shall not be responsible for Dibrom deliveries that may be beyond the 72 hour period.
- 2. Delivery Time.** In the event of a Federal or State Disaster Declaration, timeline for treatment shall be scheduled and prioritized based on the disaster status.
- 3. Minimum Spray Block Size and Project Acreage.** The minimum spray block size for an aerial ULV project shall be not less than 5,000 acres. The final project acreage shall be determined by NCEM/Activating Entity.

#### B. TREATMENT TIMING

Vendor shall propose a cost structure that assumes that aerial missions will be conducted in the evenings only during peak mosquito flight time, (i.e., between sunset and 3 hours post-sunset), unless otherwise specified by NCEM/Activating Entity for specific mosquito disease vector species which have peak flight times other than stated above.

#### C. EQUIPMENT

Vendor shall use FAA approved aircraft, equipped with ultra-low volume (ULV) spray systems for the dispersal of insecticides to control adult mosquitoes over populated areas. Vendor shall also provide/use truck-based, backpack, and/or other mosquito suppression equipment as needed for adult and/or larval mosquito abatement activities. Vendor shall provide all labor, fuel, materials, equipment, supplies, insurance, and any other requirements to complete the terms, conditions and specifications herein. Any other fees, etc. are the responsibility of the Vendor.

##### 1. Aircraft & Vehicles used for Treatments

###### a. Certifications / Aircraft Make and Model.



Vendor shall provide a list, by make and model and registration number, of proposed application aircraft presently owned, leased, or subcontracted by the bidder and committed to this project. All aircraft noted in the proposal must be twin engine, Federal Aviation Administration (FAA) approved and certified at the time of the proposal submittal. The Vendor shall provide for each listed aircraft a FAA certificate aircraft registration, and standard airworthiness certificate.

**b. Aircraft Performance.**

Vendor shall be in full regulatory compliance with all parts of Federal Aviation Regulations (FAR 137), Agricultural Operations. Vendor shall provide a statement and, if requested to do so, demonstrate the operational aircraft capability and compliance with FAR 137, Subpart C, 137.51.5.ii for the operation of aircraft over congested areas.

The aircraft to be utilized by Vendor are required to have sufficient enough power, with one engine out, to have an exemption of dumping the load (fuel / pesticide) over a congested area. Vendor shall provide a statement of proof of a FAA exemption for FAR 137, Subpart C, 137.53 [c] [2] – load jettisoning for the operation of aircraft over congested areas.

**c. Spray System.**

**i. General.**

Vendor's aircraft and/or trucks shall be equipped with ultra-low volume (ULV) equipment (adulticides) or low volume equipment (larvicides) capable of dispensing the approved product at the U.S. E.P.A. registered insecticide label rate per acre, and producing spray droplets in the labeled range to achieve optimum control of the adult or larval mosquito population. Vendor shall provide NCEM/Activating Entity a description of the spray system, including make & model, tank, pump, and nozzles; upon request.

**ii. Spray System Calibration and Characterization.**

Prior to the initial commencement of the provisions for aerial ULV applications under this contract, Vendor shall perform and document characterization and calibration of truck and/or aircraft spray system(s). For aerial work, Vendor shall provide to NCEM/Activating Entity documentation of compliance with the *US EPA directive, Pesticide Registration (PR) Notice 2005-1, Notice to Manufacturers, Producers, Formulators and Registrants of Pesticide Products, Recommendation 5. Aerial Application.*

Calibration shall be monitored throughout the project with system flow meters (aircraft) or evidence of pre-treatment manual calibration (truck-based equipment), at minimum. In addition, Vendor shall provide aircraft application of dosage rate to compensate for any ground speed changes during flight. Documentation of flow meter calibration shall be provided to NCEM/Activating Entity, upon request.

**d. Aircraft Communication.**

Vendor aircraft shall have Nav/Com radios capable of direct communication to Air Traffic Control (ATC), ground crews, and Vendor control support staff during every aerial application mission. Each spray aircraft is required to have at least two operating 720 channel VHF aircraft communication radios on board, or equivalent. Vendor shall provide a description of radio equipment with this RFP proposal.

**e. Aircraft Maintenance.**

All maintenance crewmen shall be FAA certified IA mechanics. The application aircraft must be in good mechanical condition with a current 100-hour inspection and a current annual inspection or progressive maintenance plan, per FAR 137. The aircraft logbook may be reviewed by NCEM, if requested, before acceptance or contract award. New or overhauled engines shall have been flown for a minimum of five (5) hours before use on this contract. Should a 100-hour inspection be performed on the aircraft during the course of the contract, Vendor shall test fly the aircraft prior to its use and application of pesticides over congested areas. Current logbooks should be available to verify aircraft inspections. Prior to the start of the contract, as defined by the ordering agency (NCEM/Activating Entity), Vendor shall complete all flight tests and approvals required by the FAA and allow for inspection of all aircraft and equipment used in this contract.

NCEM/Activating Entity may reject any aircraft deemed not suitable for this contract. Qualifying tests of aircraft should be conducted by Vendor to assure that operational standards are met. All operational costs incurred in conducting these tests shall be borne by Vendor.

**2. Aircraft Positioning Equipment****a. GPS Navigation System.**

Vendor shall provide a Differentially Corrected Global Positioning System - Based Aircraft Tracking Guidance and Flight Path Recording System (hereafter referred to as DGPS) for use by the pilot(s) operating the application aircraft(s). WADGPS systems providing equivalent or improved accuracy would be an acceptable alternative.

**b. Aircraft DGPS Capabilities**

The Vendor aircraft DGPS must have the following capabilities:

1. DGPS with software designed for parallel offset in increments equal to the assigned swath width of the application aircraft. A course deviation indicator (CDI) or a course deviation light bar must be installed on the aircraft.
2. The DGPS being used shall allow the flight log to be downloaded to an on-site (airport) independent computer for post-flight analysis and review. The flight log must differentiate between spray-on and spray-off when viewed on the computer monitor.
3. The DGPS proposed must have been used operationally in a similar type aerial application program and demonstrated success.
4. Pilot(s) proficiency or evidence of prior experience with the proposed system must be demonstrated prior to awarding of the contract.

**c. DGPS Support**

Vendor shall provide the following:

1. All DGPS equipment, materials, computers (including additional computer other than aircraft computer for post flight analysis review), printers, personnel, and services required for the system to be used. The guidance equipment shall be capable of accurately guiding the aircraft, while flying at application altitude, along parallel flight lines equal to the assigned swath width of the application aircraft, in blocks designated by NCEM/Activating Entity.

2. The aircraft shall be equipped with a GPS navigation system, such as AgNav, for precision mosquito control application. In addition, the aircraft shall be equipped with an onboard, in-flight weather system, such as the AIMMS-20® to enable the measurement of real time weather data, including wind speed, wind direction, temperature and relative humidity, at the ULV application altitude.
3. The system shall be sufficiently sensitive to provide immediate deviation indications and sufficiently accurate to keep the aircraft on the desired flight path.
4. All equipment must be installed in accordance with STC or an FAA-ONE-TIME approval and FAA Form 337, by an appropriately qualified, licensed A & P mechanic/inspector.
5. The system shall include:
  - Differential correction coverage for the complete operation area;
  - Post-flight processing computer and software capable of displaying track, altitude and ground speed of aircraft during flight, with differentiation between standard flight and flight when the application system is on/off;
  - Export file format must be compatible with .shp format systems (ArcView) and must be on a mutually agreed-upon data storage medium; and
  - Full 24-hour on-call equipment service and operator support.

**d. DGPS Technical Requirements**

The equipment offered must provide the following features:

1. Each aircraft shall utilize a DGPS or WADGPS during the application flight.
2. Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities.
3. Shall process onboard meteorology accurate within less than one (1) knot; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in real-time and detection of a temperature inversion.
4. Precision GPS tracking and guidance with pilot-selected cross-track error readout adjustable down to 10-feet.
5. Visual display monitor capable of displaying swath width over flight path. Monitor must be mounted in aircraft in a location that shall allow the pilot to view the screen with direct or peripheral vision; may display in real time or be available for in-flight access immediately after application has ceased.
6. Variable swath width entry.
7. Record logging at a minimum rate of one-second intervals. Full record includes position, time, altitude, speed, track, application system on/off, aircraft number, pilot, job name or number, and differential correction status.
8. System memory capable of storing up to 8 hours of continuous flight log data.
9. Feature which alerts pilot when he/she is about to enter or exit a specific treatment block or an exclusion area within a block. A method to display exclusion areas to indicate sensitive or no-spray areas within treatment blocks.
10. HOME navigational feature that provides instant range and bearing to home base airport.
11. MARK feature that allows return to point in any swath before or after equipment shutdown.

**3. Support Equipment**

- a. Vendor shall furnish all equipment necessary for the spraying project. All equipment and storage facilities are subject to inspection and approval by NCEM/Activating Entity.
- b. Vendor shall provide a description of pesticide handling equipment, support truck(s), pumping system, and forklift equipment required to implement this project upon request.
- c. Vendor shall be responsible for assisting in the loading and unloading of the aircraft.
- d. Vendor shall provide sufficient personnel with capabilities that meet or exceed safety requirements for transferring product(s) in compliance with the US EPA, state, and local agencies as well as the ability to proactively contain any challenges associated with product spills.
- e. Loading personnel shall follow all pesticide mixing and loading procedures as directed on the product label and ensure proper use of Personal Protective Equipment (PPE).
- f. Prior to operations each day, all connections and fittings shall be checked to ensure they are properly secured.
- g. Spill kits shall be on hand and available for use.
- h. All aircraft valves shall be set in the proper position and ready for loading.
- i. A support truck and trailer shall be available for each aerial mission.
- j. Equipment included on the support trailer shall include all equipment and supplies required to fully and efficiently allow for the successful loading, and possible clean-up, of all pesticides used during the aerial operation.
- k. All empty pesticide containers will be returned to the manufacturer by the Vendor.

**4. Meteorological Onboard Weather System.**

Primary aircraft shall include the AIMMS-20® meteorological station, or equivalent. The AIMMS-20 or AIMMS-30 system provides real time meteorological data including, wind speed, wind direction, temperature and relative humidity. The AIMMS-20 enables the aircraft to receive real-time weather data at the aerial ULV application spray altitude.

**5. Aerial ULV Spray Guidance System.**

Primary aircraft shall be equipped with the FlightMaster® aerial spray guidance system, or equivalent. This system links AgNav® and the AIMMS-20 for real time optimization of aerial ULV applications. This system uses real-time weather data to calculate spray cloud position and redirection of the aircraft to ensure effective control of flying adult mosquitoes within the spray block. FlightMaster® provides the unique capability of providing flight line guidance to maximize adult mosquito mortality and minimize spray deposit in an exclusion zone.

**D. PILOTS AND TREATMENT PERSONNEL****1. Pilot Qualifications**

Pilots must be qualified and certified in accordance with applicable Federal Aviation Regulations (FAR 137) and capable of completing scheduled flight activities. Pilots shall possess a current FAA commercial pilot, fixed-wing certificate with a FAR 137 endorsement, and maintain currency with FAR 137. Pilots shall meet all requirements of the operator's certificate necessary for conducting operations specified in the contract and possess an appropriate medical certificate, as required by

the FAR 137. Vendor shall provide to NCEM/Activating Entity a copy of each pilot's qualification and certification, upon request.

## **2. Pilot Safety and Night Vision Goggles**

The pilot(s) shall determine any and all hazards and shall, if requested by NCEM/Activating Entity, fly each zone to be sprayed prior to the first application. Pilot(s) are responsible for locating and avoiding navigation hazards such as radio towers, and high voltage power lines. The pilot in command is responsible for the safety of the aircraft, its occupants and cargo, and is responsible for only spraying the approved spray blocks. Pilot(s) shall operate the aircraft in accordance with FAA requirements and safety regulations. Flight safety shall include, but not be limited to, flight hours logged, and rest periods. Upon request by NCEM/Activating Entity, Vendor shall provide the pilot safety plan for review. Since aerial applications for adult mosquito control are performed after sunset at an approximate altitude of 300 feet above ground level, the Vendor shall be required to equip the pilot staff with military grade night vision goggles (NVG). As part of the pilot safety plan, Vendor shall provide a description of NVG equipment (make and model), pilot training program and certifications, NVG experience of each pilot, and compliance with CFR 14 FAR 61.31(k) regulations.

## **3. Inspector Licensing.**

All inspectors and control personnel shall operate under a valid North Carolina pesticide applicator's license, or equivalent.

# **E. REGULATORY COMPLIANCE**

## **1. FAA Congested Area Plan**

Vendor shall provide with this contract a FAA Congested Area Plan (CAP) for compliance with Federal Aviation Regulations (FAR 137.51). The plan should include the letter of authorization and public notification, as well as, anticipated map(s) of spray zone block(s). The FAA CAP process can take several weeks to obtain final approval. For an emergency situation, there is another approach in which the governmental agency can declare an emergency in a written letter. Per FAA regulations, the letter should be signed by an elected official. With the letter in-hand, aerial applications can be performed immediately, and file the FAA paperwork after the project is completed.

## **2. Pesticide Storage, Spill Containment and Pesticide Handling**

Vendor shall provide a description of storage and spill containment systems and methods to comply with state and federal regulations, including The Federal Water Pollution Control Act (commonly referred to as the Clean Water Act [CWA]), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

## **3. Health and Safety Plan**

Vendor shall ensure its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property. Upon request, Vendor shall provide NCEM/Activating Entity a project specific Health and Safety Plan (HASP) in accordance with Occupational Safety and Health Standard 29 CFR 1910.120, "Hazardous Waste Operations and Contingency Response." The HASP shall be designed to identify, evaluate, and control safety and health hazards, and provide for contingency response activities.

**4. Clean Water Act / NPDES Permit**

Vendor shall be in full compliance with the applicable state Aquatic Pesticide National Pollution Discharge Elimination System (NPDES) Permit, including notifications, required plans, and reporting. Vendor shall make the required filings. Vendor shall provide NCEM/Activating Entity with compliant recordkeeping as part of routine post-mission reports.

**5. FEMA Compliance**

Vendor shall adhere to 2 C.F.R.200.326 as described in *Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide*, as applicable.

**F. SECURITY PLAN**

Vendor must abide by any current regulations issued by the FAA with regard to aircraft and insecticide safeguarding and security. The Vendor shall submit with this proposal a security plan that addresses the following requirements:

1. All spray aircraft must be disabled when not in use, and only authorized personnel can start and operate the aircraft.
2. All support equipment and insecticide containers must be secured when not in use.
3. All spray aircraft must be attended or guarded at all times, unless the airport is secured and gated.
4. When guard service for aircraft, insecticide, and / or equipment is required, the Vendor shall provide the necessary security personnel.

**G. INSURANCE COVERAGE**

Vendor and Subcontractor(s) shall maintain insurance policies for aviation and ground-based mosquito suppression activities. Prior to the award of this contract agreement, Vendor shall provide NCEM/Activating Entity proof of insurance coverage. Certificates of insurance, separately from both Vendor and Subcontractor(s), shall be submitted and include the following items or provisions:

- Current date shall be on the insurance certificate.
- Name of Vendor/Subcontractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
- Statement that the insured will endeavor to mail notice to the owner, at least thirty (30) calendar days prior to cancellation of the policy.
- NCEM/Activating Entity shall be named as “additional insured” on the insured.
- Vendor’s and Subcontractor’s respective aviation liability and commercial general liability policies with respect to the operations of the named insureds.
- Insurance carriers shall meet a minimum financial A.M. Best and Company rating of no less than S&P Rating A “Excellent.”

The required **insurance provided** by Vendor **must include** the following coverages and minimum limits, and be specified on the submitted certificate of insurance:

#### Worker's Compensation

As required under Worker's Compensation rules in the Jurisdiction, employer's liability with limits of not less than:

- \$1,000,000 per employee per accident;
- \$1,000,000 disease aggregate;
- \$1,000,000 employee per disease.

#### Automobile Liability

- Bodily injury and property damage;
- Including all vehicles owned, leased, hired and non-owned;
- Limits of not less than \$1,000,000 combined single limit Bodily Injury and Property Damage;
- Covering all work performed under this contract.

#### Aviation Liability

- Bodily injury and property damage for aircraft owned, leased, hired and non-owned, which are used to perform services under this contract;
- \$5,000,000 per occurrence combined single limit aircraft liability, subject to \$250,000 passenger sublimit;
- Excess aircraft liability insurance, excluding occupants – at least \$15,000,000;
- If any (Vendor or Subcontractor) passengers are required by the Vendor for the performance of this contract:
  - At least \$250,000 passenger bodily injury, each person;
  - At least \$10,000 medical expenses, each person subject to \$20,000 each occurrence.

Note: Passenger exposure must be reported to aviation insurer prior to flight for coverage to apply.

#### Commercial General Liability / Pollution Legal Liability

- \$1,000,000 per occurrence;
  - \$2,000,000 products/completed operations aggregate;
  - \$2,000,000 general aggregate.
- Subject to the terms and conditions of the policy the bodily injury and property damage coverage provided by this policy if the drift of applied chemicals results in covered bodily injury and property damage;
- \$15,000,000 pollution.

#### Umbrella Liability Coverage

- \$10,000,000 per occurrence / aggregate.

The required insurance provided by Subcontractor(s) must include the following coverages and minimum limits, and be specified on the submitted certificate of insurance:

### Worker's Compensation

As required under Worker's Compensation rules in the jurisdiction, employer's liability with limits of not less than:

- \$1,000,000 per employee per accident;
- \$1,000,000 disease aggregate;
- \$1,000,000 employee per disease.

### Commercial General Liability

- \$10,000,000 each occurrence;
- \$5,000,000 personal and advertising injury;
- \$10,000,000 products – completed operations aggregate.

### Aviation and Hull Liability

- \$5,000,000 each occurrence combined single limit aircraft liability, subject to \$100,000 passenger sub-limit;
- \$300,000 aerial application chemical drift coverage.

## **6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This document is not a contract; it is, instead, a request for proposals. This information is provided for the Vendor's planning purposes.

### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in "Contact Information for Transmitting Participating Entity Contract Participation Form".

**Angie Dunaway**, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, [angie.dunaway@ncdps.gov](mailto:angie.dunaway@ncdps.gov), (919) 609-0937 cell, is designated as the **Contract Officer** for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

**Greg Weavil**, Logistics Support Branch Manager, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, [gregory.weavil@ncdps.gov](mailto:gregory.weavil@ncdps.gov) or [logistics.support@ncdps.gov](mailto:logistics.support@ncdps.gov), (919) 717-2426 cell, is designated as the Contract Lead (**Contract Administrator**) for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

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



**VENDOR POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:**

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

**CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:**

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

**6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of NCEM/Activating Entity, shall be required to meet weekly (virtually) with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**6.3 CONTINUOUS IMPROVEMENT**

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

**6.4 WEEKLY STATUS REPORTS**

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

## **6.5 ACCEPTANCE OF WORK**

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the NCEM/Activating Entity Contract Administrator.

NCEM/Activating Entity Contract Administrator shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review and evaluation. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, to the extent legally possible under rules, regulations and statutes of North Carolina.

## **6.6 DISPUTE RESOLUTION**

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the NCEM/Activating Entity Contract Officer 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.7 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.

## **6.8 LIQUIDATED DAMAGES**

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages, but not as a penalty, but as follows:

*\$5,000 per day of non-performance after reasonable mobilization time.*

Delays caused by Force Majeure events or by actions of the State/Activating Entity shall not constitute a delay resulting in the payment of liquidated damages. Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

**ATTACHMENT A: PRICING**

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation and travel related expenses, general and administrative overhead, and profit. Provide requested information on this form.

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
Project Costs	<b>Activation</b>	Price includes: - Travel time - Meals - Lodging - Vehicle - Equipment - Operational supplies - Employee supervision - Reporting	<b>Per day per field technician</b>  How many days is the minimum to activate the contract?	\$ _____ per Day per Technician  _____ days
Logistics  (Disease AND Post-storm efforts)	<b>Operational Mapping</b>	One-time development of surveillance, larval and adult control maps for the implementation of emergency mosquito control services.	<b>Per square mile</b>	\$ _____ per square mile
Public Education  (Disease AND Post-storm efforts)	<b>Public Relations / Community Education</b>	Public relations assistance	<b>Defined by the Vendor in their offer.</b>	Defined by the Vendor in their offer.
Public Education  (Disease efforts ONLY)	<b>Community Involvement / Homeowner Engagement</b>	Door-to-door distributions of product and support material. Door-to-door distribution of Retail Larvicide Product to residents with educational and product use material (Education Materials provided or approved by DHHS and/or Emergency Management)	<b>1 product per household.</b>  <b>Name and description of retail larvicide product.</b>	\$ _____ per product, including distribution cost  Name of retail larvicide product to be distributed: _____

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
Surveillance <i>(Disease OR Post-storm efforts)</i>	<b>Adult Mosquito Surveillance</b> (including surveillance reports of mosquitoes, to species)	1. <b>BG-Sentinel Trapping</b> , each baited with CO2 (required trap type)	1 trap set for 1 night	\$ _____ per trap night
		2. <b>Ovitrap</b> , each baited with water (required trap type)	1 trap set for 1 night	\$ _____ per trap night
		3. <b>CDC-style light trap</b> , baited with CO2 (optional trap type)	1 trap set for 1 night	\$ _____ per trap night
		4. <b>Other</b> trap type; to be defined by Vendor (optional trap type)	1 trap set for 1 night	\$ _____ per trap night  <b>Name of other trap type:</b> _____
Surveillance <i>(Disease efforts ONLY)</i>	<b>Property Inspection</b> (Labor)	Inspection of residential property for larvae/adults/containers. If larvae are present, samples will be taken at 10% of the infested properties.	1 residential property	\$ _____ per property
Source Reduction <i>(Disease efforts ONLY)</i>	<b>Residential Larval Container Removal</b> (Labor)	Labor to dump/remove larval containers on residential properties.	1 residential property	\$ _____ per property
Surveillance <i>(Disease efforts ONLY; unless needed to predict adult emergence timing)</i>	<b>Larval Mosquito Identification</b>	Collection, Identification, Reporting of larvae found during inspections.	1 property per acre	\$ _____ per property/acre

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
Larviciding <i>(Disease effort ONLY)</i>	<b>Liquid by Hand or Backpack Equipment</b>	1. Larviciding with hand or power backpack equipment with Vectobac WDG at the rate of 0.5 pounds per acre of habitats found developing larvae during inspection for residual control.	<b>Acre</b>	\$ _____ per acre
		2. As above, using _____ formulation at the rate of _____ pounds per acre.	<b>Acre</b>	\$ _____ per acre  <b>Formulation:</b> _____  <b>Rate of</b> _____ pounds per acre
Larviciding <i>(Disease efforts; rarely Post-storm efforts)</i>	<b>Liquid Wide-Area Truck Spraying</b>	1.Truck mounted spraying of roads with VectoBac WDG at the rate of 0.5 pounds per acre. GPS technology records operational coverage and provides post-mission reports for documentation.	<b>Miles of road treated</b>	\$ _____ per mile  \$ _____ per mile if over _____ miles
		2.As above, using _____ formulation at _____ pounds per acre.	<b>Miles of road treated</b>	\$ _____ per mile  \$ _____ per mile if over _____ miles

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
	<b>Liquid Aerial Larviciding</b>	1. Aerial spraying of spray block with VectoBac WDG at the rate of 0.5 pounds per acre. GPS technology records operational coverage and provides post-mission reports for documentation.	<b>Acre</b> <b>1 – 2299 Acres</b>  <b>2300 – 2759 Acres</b>  <b>2760 – 9300 Acres</b>  <b>9300+ Acres</b>	1 – 2299 Acres \$ _____  2300 – 2759 Acres \$ _____  2760 – 9300 Acres \$ _____  9300+ Acres \$ _____
		2.As above, using _____ formulation at _____ pounds per acre.	<b>Acre</b> <b>1 – 2299 Acres</b>  <b>2300 – 2759 Acres</b>  <b>2760 – 9300 Acres</b>  <b>9300+ Acres</b>	1 – 2299 Acres \$ _____  2300 – 2759 Acres \$ _____  2760 – 9300 Acres \$ _____  9300+ Acres \$ _____  <b>Formulation:</b> _____  <b>Rate of _____</b> pounds per acre
Larviciding <i>(Disease effort ONLY)</i>	<b>Granular Residual by Hand or Backpack</b>	Application of larviciding product	<b>Product #1:</b> _____ <b>formulation at a rate of _____ lb/acre</b>	<b>Formulation:</b> _____  <b>Rate of _____</b> pounds per acre

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
			Product #2: _____ formulation at a rate of _____ lb/acre	Formulation: _____  Rate of _____ pounds per acre
			Product #3: _____ formulation at a rate of _____ lb/acre	Formulation: _____  Rate of _____ pounds per acre
			Product #4: _____ formulation at a rate of _____ lb/acre	Formulation: _____  Rate of _____ pounds per acre
			Product #5: _____ formulation at a rate of _____ lb/acre	Formulation: _____  Rate of _____ pounds per acre
Adulticiding  (Disease OR Post-storm efforts)	Wide Area Truck ULV Spraying	Adulticide by truck. GPS technology records operational coverage and provide post-mission reports for documentation.	Truck Adult. Product #1 containing deltamethrin as AI, formulated at _____ FL Oz/acre	\$ _____ per mile of road treated  Formulation: _____

Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
				Rate of _____ FL OZ/acre
			Truck Adult. Product #2 _____ formulation at _____ FL Oz/acre	\$ _____ per mile of road treated  Formulation: _____  Rate of _____ FL OZ/acre
			Truck Adult. Product #3 _____ formulation at _____ FL Oz/acre	\$ _____ per mile of road treated  Formulation: _____  Rate of _____ FL OZ/acre
	Aerial ULV Spraying	Adulticide by air using rotary or fixed wing aircraft	Aerial Adult. Product #1 Dibrom at 0.75 FL Oz/acre	\$ _____ per acre
			Aerial Adult. Product #2 _____ formulation at _____ FL Oz/acre	\$ _____ per mile of road treated



Activity	Sub-Activity	Service Description	Service Name and/or Unit of Measure	Price
				<b>Formulation:</b>   <b>Rate of</b> _____ FL Oz/acre
Adulticiding <i>(Disease efforts; rarely Post-storm efforts)</i>	<b>Backyard ULV Spraying</b>	Handheld or backpack ULV spraying per house/site	<b>Backyard Adult. Product #1</b> _____ <b>formulation at</b> _____ <b>FL Oz/acre</b>	\$ _____ per residence  <b>Formulation:</b>   <b>Rate of</b> _____ FL Oz/acre
	<b>Backpack Residual Barrier Spraying</b>	Backpack barrier application for residual control of adult mosquitoes in harboring areas, or for community special events.	<b>Backyard Adult. Product #2</b> _____ <b>formulation at</b> _____ <b>FL Oz/acre</b>	\$ _____ per residence  <b>Formulation:</b>   <b>Rate of</b> _____ FL Oz/acre
Other Services Offered	<b>Vendor to indicate in their offer additional services and indicate the associated price.</b>		<b>Defined by the Vendor in their offer.</b>	Defined by the Vendor in their offer.

*NOTE: Pricing is NOT considered confidential. In the Redacted file do not redact (e.g. black out) pricing.*

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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### **READ, REVIEW AND COMPLY:**

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with all requirements specified, regardless of 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.

### **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 of 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 amendment. 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 bid document. Please refer to this list for meaning as you review the bid document and complete your bid.

- a) **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.
- b) **AMENDMENT:** A document issued to supplement the original solicitation document.
- c) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e) **CONTRACT LEAD:** Representative of the AGENCY identified on the first page of this solicitation document who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.

g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

h) **IFB:** Invitation for Bids (a type of solicitation document).

i) **IPS:** Interactive Purchasing System.

j) **LOT:** A grouping of similar products within this solicitation document.

k) **OFFER:** The bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

l) **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.

m) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

n) **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.

o) **RESPONSIBLE:** Refers to a vendor who demonstrates in its Offer that it has the capability to perform the requirements of the solicitation.

p) **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the solicitation in all respects to be considered by the State for award.

q) **RFI:** Request for Information (a type of solicitation document that does not result in a contract).

r) **RFP:** Request for Proposals (a type of solicitation document).

s) **RFPQ:** Request for Pre-Qualifications (a type of solicitation document).

t) **RFQ:** Request for Quotes (a type of solicitation document); in the eProcurement system, RFQs are received through the Collaborative Requisitioning process.

u) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

v) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

w) **STATE DEPARTMENTS:** Department of Administration, 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.

x) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.

y) **VENDOR:** 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.

x) **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.

aa) **YOU and YOUR:** Offeror.

### **INTERPRETATION OF TERMS AND PHRASES**

The solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the Department. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Solicitation document. Except as specifically stated in the Solicitation document, 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 Department exercising its discretion to reject a bid in its entirety.

### **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 firm and answer questions or provide clarification concerning the firm'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 venturer 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 3 of the solicitation document) in the indicated space may render bid 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 Amendment may be issued to reschedule bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment 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.

- Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its bid has been submitted to 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.

7. **DETERMINATION OF RESPONSIVENESS**: Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. 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 offeror's capabilities to satisfy the requirements of the RFP. 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.

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 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 spaces provided 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 products 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**: Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this solicitation documents (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the solicitation document prior to the time for opening offers or proposals 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 the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Department.

15. **COST FOR BID OR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

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.

#### **NORTH CAROLINA REGULATIONS AND ORDERS**

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 as 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:

- 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%.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

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

21. **RECIPROCAL PREFERENCE**: RESERVED.

22. **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.

23. **BACKGROUND CHECKS**: Vendor and its personnel may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. The State of North Carolina, as described in Governor Cooper's Executive Order 158, Furthering Fair Chance Policies in State Government Employment (August 18, 2020) is committed to eliminating discrimination against persons who have criminal records. The State will not disqualify a vendor from participating in a contract merely based on the criminal history of the Vendor, including its officers or directors, or any of its employees or other personnel providing Services on a project, unless that criminal history impedes the Vendor's ability to perform the contract, or if State or federal law prohibits contracting with vendors with certain criminal convictions. The Vendor is encouraged to extend these considerations to employees, subcontractors, and suppliers.

As part of Vendor background the details below must be provided to the State:

a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none.

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

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

## **eBUSINESS**

24. **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://files.nc.gov/ncosc/documents/NCAS\\_forms/State\\_of\\_North\\_Carolina\\_Sub\\_W9\\_01292019.pdf](https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W9_01292019.pdf).

25. **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 goods and services procurement opportunities on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.

26. 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, suspended, or deactivated, at the State’s discretion, may be disqualified from further evaluation or consideration.

27. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

28. **SOURCING EVENT, ePROCUREMENT SYSTEM:** Sourcing is an electronic bidding application that allows an agency to receive vendor responses electronically for specified solicitations, saving time and money by eliminating the need to print and ship paper proposal packages. For more information and online training on the eProcurement Sourcing tool, visit <https://eprocurement.nc.gov/training/vendor-training>.

29. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as



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

30. **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 document. 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 document. 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 document are permitted.

31. **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 issued through IPS.

32. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract, a Vendor shall submit a written request addressed to the Purchasing Director at: Department of Public Safety, Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. Note: Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

33. **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 Contract Terms and Conditions in NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in INSTRUCTIONS TO VENDORS; (5) PRICING, and (6) Vendor’s Bid.

34. **ADDENDA:** Critical updated information may be included in Addenda to the solicitation document. It is important that all Vendors bidding on the solicitation document periodically check the State’s IPS website and the eProcurement System Sourcing Event 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 document.

35. **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 Amendment 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 entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

36. **MAXIMUM COMPETITION**: The State seeks to permit 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.

37. **PROCESS TO AMEND TERMS AND CONDITIONS**: The State may elect to negotiate and amend specific provisions that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or proposal. This applies to any language appearing in or attached to the document as part of the Vendor's bid or proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation.

38. **FIRM OFFER**: Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a solicitation document, 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.

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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**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) 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:**

- 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 TERM:**

- 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 CONTRACT 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
7. **SITUS AND GOVERNING LAWS:**
  - 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-DISCRIMINATION 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 Page 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 action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 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.

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

- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor 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 any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

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 make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement for convenience, 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:** 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 the 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.

**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:

1. **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.

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

- i. **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.
- ii. **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.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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

- i. **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.
- ii. **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.
- iii. **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:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person,

firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and 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. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. As part of this provision for 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 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 this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract. 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 CONTRACTS:**

- 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.

**E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS CONTRACTS**

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, *NC E-Procurement Terms of Use*.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be

stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.

- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract. Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
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 proposal 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. 143B-1379. 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 MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, 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.

- 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.

1. *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.
2. *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 therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in 29 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).

3. *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).
4. *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.**

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.

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.**

1. 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).
2. 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.
3. 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.
4. 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).**

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.

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.**

1. 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.
  - 2. 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>.
  - 3. 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:
1. 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.
  2. 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.
  3. 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.
  4. 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, 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, <http://www.pandc.nc.gov/actions.asp> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

#### **ADDITIONAL DEPARTMENT OF PUBLIC SAFETY CONTRACT TERMS & CONDITIONS:**

1. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (**ATTACHMENT G**) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents

of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@ncdps.gov](mailto:prea@ncdps.gov), or the DPS Communications office at (800) 368-1985.

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

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

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

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; [www.bls.gov](http://www.bls.gov).

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

**a) Will any work under this Contract be performed outside the United States?**   ☐ YES   ☐ NO

If "YES":

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

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

**b) Where, within the U.S., will work be performed?**

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**NOTES:**

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

**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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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 in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

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**Signature**

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Date

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Printed Name

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Title

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

**ATTACHMENT F: CUSTOMER REFERENCE FORM**

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

**Reference #1:**

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

**Reference #2:**

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



**Reference #3:**

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

**ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) of the categories as subcontractors to perform the required functions in this solicitation documents.

The Vendor shall respond to questions below, as applicable.

1. Is Vendor a NC-certified HUB? ☐ Yes ☐ No

If yes, provide vendor #: \_\_\_\_\_

If no, does vendor qualify for certification as HUB? ☐ Yes ☐ No

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

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

1. For Commodity procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact E-mail	Contact Phone #	NC HUB certified?	Percentage of Total Proposal Price

2. For **Services** procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact E-mail	Contact Phone #	NC HUB certified?	Percentage of Total Proposal Price

**NOTE:**

Vendor shall comply with requirements under **2 C.F.R. §200.321**. The awarded Vendor agrees, if subcontracts are to be utilized, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

**The affirmative steps must include:**

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **ATTACHMENT H: ALCOHOL/DRUG-FREE WORK PLACE POLICY**

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### POLICY

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

### PURPOSE

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

### PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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

## ATTACHMENT I: ACTIVATING ENTITY PARTICIPATION FORM

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Below is the form that will be submitted to the awarded Vendor by the Activating Entity to utilize this North Carolina Emergency Management (NCEM) contract.

### NOTICE TO PROCEED

Date \_\_\_\_\_

Company Representative:

Vendor's Name:

Vendor's Address:

Re: 19-RFP-015356-DAD: Mosquito Abatement Services Contract Activation by \_\_\_\_\_ (hereafter referred to as Activating Entity)

Dear (Company Representative):

Pursuant to the terms of the Mosquito Abatement Services Contract dated \_\_\_\_\_, you (the "Vendor") are hereby given notice that Activating Entity is activating the contract for Mosquito Abatement Services resulting from *(brief description of disaster causing activation)*. As per the contract, you are required to respond to this NOTICE TO PROCEED within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the jurisdiction with the same 24-hour period. Please respond by contacting \_\_\_\_\_ directly at \_\_\_\_\_ upon receipt of this NOTICE to make necessary arrangements for beginning work under this Notice to Proceed. You should also sign and date this original and return it to my attention by facsimile at \_\_\_\_\_ (enter fax number) or via scan to \_\_\_\_\_ (enter email).

Pursuant to the contract, you are hereby instructed to submit a work plan to detail seven (7) and fourteen (14) days of projected work activity prior to beginning work in Activating Entity's jurisdiction. Please provide this plan no later than \_\_\_\_\_, and be prepared to meet with Activating Entity personnel to discuss this plan and the services the entity expects to be provided to meet its needs in Mosquito Abatement following this disaster. Please also keep in mind that Activating Entity may prioritize areas where your company shall perform specified activities.

Your company will have 180 days from the date of this Notice to Proceed to complete the Mosquito Abatement Services required under the contract. Additionally, all requirements set out in the contract and the Bid Specifications found in 19-RFP-015356-DAD made a part thereof shall be complied with at all times throughout the project.

Your Activating Entity point of contact for this Mosquito Abatement project is \_\_\_\_\_ (name of person) with the (name of activating entity office or department). They may be contacted at (telephone number and email address) \_\_\_\_\_ and is duly authorized to administer this contract for, and in the name of, Activating Entity. Any questions related to this activation should be directed to them.

#### ACTIVATING ENTITY

\_\_\_\_\_  
Name Authorized Signature, [Insert Title]

\_\_\_\_\_  
Issued Date

#### VENDOR

\_\_\_\_\_  
Name Authorized Signature, [Insert Title]

\_\_\_\_\_  
Received Date

**ATTACHMENT J: CHECKLIST**

As a courtesy, below is a reminder of the actions to take/items to provide. It is the Vendor's sole responsibility to ensure all required information is provided.

Page Number	RFP Section	Requirement
2	n/a	eVP#; FID #
3	Execution	Sign RFP
9	2.5 Pre-Proposal Conference	Cautioned to Attend
9	2.6 Proposal Questions	Submit questions by due date/time
10	2.7 Proposal Submittal	Submit by due date/time with ALL required documentation/information, etc.
16	4.4 Vendor Experience	<b>Vendor shall <u>demonstrate</u> experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina.</b> Vendor shall <u>provide</u> information as to the <u>qualifications</u> , experience, <u>certifications</u> , and <u>licenses</u> of all personnel to be assigned to this contract, including the <u>responsibilities to be assigned to each person</u> .
17	5.1 General	<b>Vendor shall <u>indicate</u> in its proposal the proposed <u>plan</u> to meet the Scope of Work (plan/response methodology) and <u>timeline</u> (response time) for meeting the Scope of Work.</b> Reference Section 3.4 EVALUATION CRITERIA.  Vendor <u>must identify</u> the <u>personnel to be assigned</u> to the contract, including the organizational structure, and each <u>person's area of responsibility</u> . Vendor shall indicate the experience, qualifications and certifications (applicable to this contract). Vendor must have sufficient qualified staff and equipment to immediately enter into a contract under this RFP and to manage any work called for in the RFP.  <b>Vendor's proposal <u>must</u> contain evidence of Vendor's <u>experience</u>, <u>qualifications</u> (certification/license), and <u>equipment</u> in the area directly related to the requirements of this RFP.</b> Reference Section 3.4 EVALUATION CRITERIA.
23	5.3 Project Organization	Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. <b>Vendor shall <u>provide a copy of a valid North Carolina pesticide applicator's license</u>.</b>

Page Number	RFP Section	Requirement
23	5.4 Technical Approach	Vendor's <b>proposal shall include</b> , in narrative, outline, and/or graph form the Vendor's <b>approach to accomplishing the tasks</b> outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.
24	C. Equipment; 1. Aircraft & Vehicles used for Treatments	<p><b>a. Certifications / Aircraft Make and Model.</b> Vendor shall <b>provide a list</b>, by make and model and registration number, of proposed application <b>aircraft</b> presently owned, leased, or subcontracted by the bidder and committed to this project. All aircraft noted in the proposal must be twin engine, Federal Aviation Administration (FAA) approved and certified at the time of the proposal submittal. The Vendor <b>shall provide</b> for each listed aircraft a <b>FAA certificate aircraft registration</b>, and standard airworthiness certificate.</p> <p><b>b. Aircraft Performance.</b> Vendor shall be in full regulatory compliance with all parts of Federal Aviation Regulations (FAR 137), Agricultural Operations. Vendor <b>shall provide a statement</b> and, if requested to do so, demonstrate the operational aircraft capability and <b>compliance with FAR 137, Subpart C, 137.51.5.ii</b> for the operation of aircraft over congested areas.</p> <p>The aircraft to be utilized by Vendor are required to have sufficient enough power, with one engine out, to have an exemption of dumping the load (fuel / pesticide) over a congested area. Vendor <b>shall provide a statement</b> of proof of a <b>FAA exemption</b> for FAR 137, Subpart C, 137.53 [c] [2] – load jettisoning for the operation of aircraft over congested areas.</p> <p><b>d. Aircraft Communication.</b> Vendor aircraft shall have Nav/Com radios capable of direct communication to Air Traffic Control (ATC), ground crews, and Vendor control support staff during every aerial application mission. Each spray aircraft is required to have at least two operating 720 channel VHF aircraft communication radios on board, or equivalent. Vendor <b>shall provide a description of radio equipment</b> with this RFP proposal.</p>
25	2. Aircraft Positioning Equipment b. Aircraft DGPS Capabilities	4. Pilot(s) proficiency or evidence of prior <b>experience</b> with the <b>proposed system must be demonstrated</b> prior to awarding of the contract.
28	D. Pilots and Treatment Personnel	Vendor <b>shall provide a description of NVG equipment</b> (make and model), <b>pilot training program</b> and <b>certifications, NVG</b>

Page Number	RFP Section	Requirement
	2. Pilot Safety and Night Vision Goggles	experience of each pilot, and compliance with CFR 14 FAR 61.31(k) regulations.
28	E. Regulatory Compliance 2. Pesticide Storage, Spill Containment and Pesticide Handling	Vendor shall provide a description of storage and spill containment systems and methods to comply with state and federal regulations, including The Federal Water Pollution Control Act (commonly referred to as the Clean Water Act [CWA]), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
29	F. Security Plan	The Vendor shall submit with this proposal a security plan that addresses the following requirements: <ol style="list-style-type: none"> <li>1. All spray aircraft must be disabled when not in use, and only authorized personnel can start and operate the aircraft.</li> <li>2. All support equipment and insecticide containers must be secured when not in use.</li> <li>3. All spray aircraft must be attended or guarded at all times, unless the airport is secured and gated.</li> <li>4. When guard service for aircraft, insecticide, and / or equipment is required, the Vendor shall provide the necessary security personnel.</li> </ol>
29	G. Insurance Coverage	See Section – provide proof of coverage required.
31	6.1 Project Manager and Customer Service	Point of Contact information provide.
34	Attachment A: Pricing	Complete ALL information on Attachment A.
68	Attachment D: Location of Workers Utilized by Vendor	Complete ALL information on Attachment D.
69	Attachment E: Certification of Financial Condition	Complete ALL information on Attachment E. <u>Sign</u> the form.
70-72	Attachment F: Customer Reference Form	Complete ALL information on Attachment F.
73	Attachment G: HUB Supplemental Vendor Information	Complete ALL information on Attachment G.