



DISASTERS, STRATEGIES & IDEAS GROUP, LLC

Your Roadmap to 21st Century Emergency Management

1953 Thomasville Road
Tallahassee, Florida 32303
850-385-4013

May 16, 2013

NCEM RFP NO. 19-012082-MSX



May 15, 2013

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

RFP NO. 19-012082-MSX
North Carolina Department of Public Safety
Purchasing and Logistics Office
3030 Hammond Business Place
Raleigh, NC 27603

RE: Response to RFP #19-012082-MSX

Dear Ms. McCann:

Disasters, Strategies & Ideas Group, LLC (DSI) is pleased to submit this response to the Request for Proposals issued by the North Carolina Department of Public Safety, Division of Emergency Management (NCEM) for the *Disaster Individual Assistance and Public Assistance Contract*. We have extensive experience with the implementation of both the Individual and Public Assistance portions of the Stafford Act and can offer North Carolina a staff of Project Officers and other staff that are highly experienced and well-trained emergency management professionals. It is important to note that our North Carolina team is not duplicative of any of our other efforts elsewhere, thus allowing their immediate deployment when needed by NCEM.

As outlined in our proposal, because of our efficient operations and low overhead costs, DSI offers an incredibly low-cost solution to NCEM. However, even beyond our low rates, DSI's competitiveness is based on our knowledge of and extensive experience with FEMA's Direct Administrative Cost reimbursement (DAC) program. To our knowledge, we are the only contractor that has fully implemented on a statewide basis the FEMA DAC program. This includes a key automated solution that documents all time, costs and performance factors that are critical to complete and timely reimbursement. We were recently recognized in Florida for this unique cost savings innovation. While it is not possible to ascertain a precise number, it is *likely that our ability to work within the parameters of the DAC system will allow North Carolina to recover an estimated 95-98% of your entire federal portion of the fees that DSI ever charges NCEM in furtherance of this contract.*

Our company has extensive experience in the State of North Carolina, including no less than 21 counties in which we have performed emergency management consulting (planning, training, exercises). These established working relationships with you key local partners will be most helpful in the event of a declared disaster involving IA/PA support efforts.

As requested, we have included one original signed proposal along with two copies. As outlined in the RFP, we have also honored the request to avoid making our proposal an elaborate document with brochures and presentations that go beyond what is necessary for the evaluation of its contents. It also follows the other guidelines provided on page 9, section 5 of the RFP.

We look forward to answering any questions you may have and to making an oral presentation to NCEM if requested.

Sincerely,

Joseph F. Myers
Chief Executive Officer

In this position he worked on various projects, including evacuation studies and other IA topics. Crisp has responded to many disasters; indeed he has considerable first-hand experience in interfacing with federal, local, and state agencies, as evidenced by the fact that he was co-located in the Joint Field Offices for Hurricanes Hugo, Fran, Bertha, Charlie, Frances, Jean, and Ivan as the Information and Planning Section Chief. With his almost four decades in emergency management, David Crisp is ideally suited to be DSI's Grant Manager on our IA team. He is a seasoned professional who is quite familiar with the local, state, and federal perspectives on the IA program and he is accustomed to working in a disaster situation. He has also lived and worked most of his life in North Carolina, so he is very familiar with all aspects of the hazards facing the state and the resources available to assist victims.

C. Outsourcing

DSI will not be utilizing any resources or workers located outside the United States in the performance of this project.

IV. TECHNICAL APPROACH

DSI will provide a well-trained and supervised staff to work in tandem with NCEM representatives to ensure applicants have valuable disaster support assistance and information. We are prepared to be an extension of NCEM and to act accordingly, especially concerning the state's relationship with FEMA and its staff. We have learned that mirroring all FEMA PA staff at all times leads to an efficient process that allows for continuous input from the applicant perspective. Therefore, we believe, and will recommend to NCEM, that DSI PA personnel should accompany FEMA on every disaster activity in North Carolina. The overwhelming majority of these activities will be deemed "eligible" activities for recovery as Direct Administrative Costs, and thereby will be recoverable by NCEM from FEMA. In this fashion, we can assure North Carolina and its applicants that they will not only maximize their recovery from a disaster but also that more than ninety percent of the cost of our services in ensuring this maximization will be paid for by FEMA as DAC.

DSI couples technology with its experience and knowledge, allowing for our services to be delivered and tracked much more effectively than is standard in the industry. We do this by utilizing a web-based database that tracks all disaster data for grantees and sub-grantees that is accessible by desktop, tablet, or smartphone for both office and field use. It includes functions for conducting and compiling preliminary damage assessment data and is a full resource for the evaluation, writing, and closeout of Project Worksheets. Some of the functionalities of our system include:

- A Project Worksheet (PW) Tracker module that allows the tracking of projects prior to their existence in FEMA's dashboard or EMMIE and includes:
 - Site Inspection Data and Documents
 - Damage Description and Scope of Work
 - Cost Estimates
- A module for insurance policy and inventory capture/reconciliation (including documents, photos and any other relevant information) for accurate and timely FEMA insurance deduction calculations



NCEM RFP NO. 19-012082-MSX

DISASTERS, STRATEGIES & IDEAS GROUP, LLC

- Grant Management and Closeout Process Documentation
 - Design and Cost Schedules
 - Improved/Alternate Projects
 - Appeal Data/Documents
 - Quarterly Reporting Data
- Mapping of Projects
- Built in QA/QC measures
- Tiered Access with user permissions dependent upon position
- The system is modular depending upon user needs; field staff may not need Cat Z tracker; closeout team may not need PDA module
- Synchronizes with FEMA's NEMIS, EMMIE, and Dashboard Systems; allowing for early data disparity resolution
- Track-DAC module allows for accurate and reimbursable tracking of Direct Administrative Costs (both 9901 and 9902)
- Operational Response/Recovery Module allows for operational time, equipment, and materials tracking
- Our system was entirely developed and is maintained and hosted in the U.S.

A. Pre-Declaration

Immediately after a storm hits North Carolina, DSI will be prepared to deploy to assist NCEM with these pre-declaration activities:

- Educate potential applicants on the Federal Public Assistance Program
- Prepare and train local governments to conduct preliminary assessments
- Perform preliminary damage assessments with FEMA

It is imperative that trained staff accompany FEMA representatives during the conduct of preliminary damage assessments as it will ensure that the interests of the state and its applicants are fully represented. DSI has ample staff with significant experience conducting these PDAs. Indeed, our understanding of the PA program by our staff helped to ensure that many Florida counties were included in the disaster declarations for tropical storms that hit Florida in 2012. We would bring this same level of client commitment and PDA expertise to North Carolina.

B. Disaster Recovery

The range of activities performed by PA Project Officers during the recovery from a disaster is considerable; from the conduct of applicant briefings for persons who are still stunned by a devastating event to assisting with appeals, a PA Project Officer must be competent, experienced, and ready to work and live in an austere, challenging environment for a considerable period of time. Each of DSI's PA staff fit within this description and will be ready to provide NCEM with professional service and communication from our first day of deployment. As requested by NCEM, DSI is prepared to provide the following services during the recovery from a disaster:

- Receive request for public assistance forms from applicants, review for completeness and forward to the State
- Partner with the State/FEMA personnel to inspect damage sites
- Provide applicant eligibility guidance



- Provide specialists under the Public Assistance Program as needed
- Prepare with the State, FEMA and applicant, scope of work and cost estimates for small projects
- Validate applicant's small projects
- Prepare with the State, FEMA and the applicant, scopes of work and cost estimates for large projects
- Submit to State, FEMA design and construction schedules for large projects
- Work as an advocate of the applicant and immediately bring to the attention of the State any misunderstandings or problems an applicant may have involving any aspects of eligibility, funding, or the program in general
- Work with State, FEMA and the applicant to resolve any misunderstanding referenced above
- Submit to the State applicant's request for time extensions beyond those stated above
- Consult applicant on requests for improved project status
- Consult applicant on requests for alternate projects
- Review and make recommendation to the State on applicant's appeal
- Review and make recommendation to the State on applicant's request for cost over-run
- Advise the applicant of hazard mitigation opportunities
- Participate in and conduct community relations functions and outreach

In addition, DSI will track, record, and summarize all hours our staff works using a proven system that will allow for simplified compilation and description of all activities for the purpose of their recovery as direct administrative costs from FEMA.

C. Reporting and Closeouts

DSI has years of experience in closing out disasters. We have performed this function for the State of Florida for the numerous hurricanes that hit in 2004-2005, and while doing so have become expert at navigating the PA process most effectively. Again, as with disaster recovery, we have even mastered the direct administrative cost system such that almost all [at least 95%] of DSI's expected invoices for conducting closeout work on behalf of North Carolina will be recoverable costs from FEMA. Therefore, we will go beyond the condition in the RFQ that contractors are to provide complete and accurate invoices on which their compensation is based and will assert that our invoices will be complete, accurate, and compliant with the process for eligible costs under FEMA's direct administrative costs reimbursement program. *Further, we will also assist NCEM with tracking, compiling, and summarizing their own hours so that they will also be eligible for maximum recovery as direct administrative costs.*

As requested by NCEM, DSI will complete all of the following reporting and closeout tasks:

- Validate and document completion of all small projects
- Perform routine and final inspections of all large projects, certify completion, and submit final cost accounting to State
- Make recommendations for interim disbursements and final reconciliations
- Assist the State and applicant in formulating appeals to FEMA
- Provide technical assistance for database administration that facilitates project tracking and quarterly reporting to FEMA for the State
- Work with the State and FEMA to close out the public assistance grant after all applications have been closed



NCEM RFP NO. 19-012082-MSX

DISASTERS, STRATEGIES & IDEAS GROUP, LLC

DSI prides itself on our ability to successfully close disasters after we have assisted our clients in maximizing the recovery of their damages and costs. The skill and experience of our PA staff, as well as the expert leadership of DSI's executives, provides our clients with the confidence that the disaster funds flowing to their jurisdictions will be maximized to the greatest extent possible, while all FEMA rules, regulations, and requirements are adhered to completely.

D. Individual Assistance

In addition to providing an IA expert for the conduct of all preliminary damage assessments, DSI will conduct the following IA activities in tandem with NCEM representatives:

- Receive and resolve request for individual assistance from applicants
- Partner with FEMA personnel to assist victims
- Provide victim eligibility guidance
- Work as an advocate of victims and immediately bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general
- Submit to FEMA applicant requests for time extensions beyond those stated above
- Consult with applicants requesting assistance
- Review and make recommendations to FEMA concerning applicant's appeals
- Provide assistance related to all aspects of temporary housing programs and/or home repair programs
- Provide assistance in coordinating legal assistance to disaster victims
- Provide assistance related to the Disaster Unemployment Assistance Program
- Provide assistance related to the National Flood Insurance Program

DSI's IA professionals are experienced and well-trained in all aspects of the IA program and victim advocacy, and we are prepared to work diligently on behalf of all disaster victims. Frank Koutnik has been involved with the provision of IA services in dozens of declared disasters and is thoroughly qualified to act as DSI's IA Principal. Although DSI's attorney, Tony Ettore, is formally part of the PA team, his experience will also be available to the IA program. As the former General Counsel of FDEM, he is well-versed in the IA program and the legal issues facing storm victims. He therefore is ideally suited to assisting our IA staff with the coordination of legal advice for disaster victims, the review and analysis of any FEMA appeals, and advice concerning DUA and NFIP assistance.

We have developed a draft North Carolina *Recovery Operations Manual (ROM)* that details what we propose as the specific tasks associated with recovery functions across the state. This document is found as Appendix A. This manual includes the full array of services in which we might augment NCEM; outlines a draft concept of operations; list specific task order objectives that might be used; and identifies the roles and responsibilities of our staff in both IA & PA. In this draft manual we use the working DSI position titles which, of course, may be easily modified to your standards.



NCEM RFP NO. 19-012082-MSX

DISASTERS, STRATEGIES & IDEAS GROUP, LLC

The manual speaks to twelve (12) major phases of recovery, including:

1. DSI Support to State EOC Operations
2. DSI Support to JFO Operations
3. DSI Support to County EOC Operations
4. Advise on Declaration Request Process
5. Debris Operations
6. Preliminary Damage Assessment
7. Applicant Briefings
8. Kick-off Meetings
9. Developing, Processing, Maintaining & Closing Project Worksheets
10. Disaster Housing
11. Community Relations
12. Disaster Recovery Center Operations

We would propose to NCEM that we develop specific, pre-scripted task orders for each of these deployment phases. This process would facilitate time and effective deployment of DSI resources.



NCEM RFP NO. 19-012082-MSX

DISASTERS, STRATEGIES & IDEAS GROUP, LLC

V. COST PROPOSAL

DSI is pleased to provide NCEM with this all-inclusive proposal of our costs for the provision of services as requested in the RFQ. As is evident by the inclusion of the services of Joe Myers and Gary Yates at *no charge* to the State of North Carolina, DSI is committed to providing the most cost-effective solution for our clients. The prices set forth below are all inclusive of labor, travel and per diem, materials, transportation, general and administrative overhead, and profit. *We also agree to fix these prices for the entire three-year term of the contract contemplated by the RFQ.* The prices for our IA professionals are the same as for our PA staff, so only one set of costs are included below. Our total daily rates for each of the six positions are based on a twelve (12) hour workday and include all salary/wages, benefits, travel/subsistence costs, and any office or miscellaneous expenses.

<u>Position</u>	<u>Total Cost Per Hour</u>	<u>Total Daily Rate</u>
Principal	\$109	\$1308
Program Coordinator	\$99	\$1188
Technical Advisor	\$99	\$1188
Quality Assurance	\$99	\$1188
Team Leader	\$103	\$1236
Grant Manager	\$72	\$864

Another factor of paramount importance when considering DSI's rates and costs is that due to our expert understanding of the direct administrative cost program within PA, which is unparalleled among contractors in the U.S., it is extremely likely that more than 95% of the entire federal share of DSI's services will be recovered from FEMA at closeout on a Category Z Project Worksheet.



VI. CONCLUSION

DSI is North Carolina's best option for this contract based on our solid experience, knowledge and training as well as our price. DSI can deploy professional Project Officers for both the IA and PA programs to North Carolina immediately after a disaster that are well-trained, experienced, and prepared to address various issues as directed by NCEM. Our staff has been carefully selected for this project due to their levels of competence and proficiency with the programs and, whenever possible, their connections to or experience in, North Carolina. Perhaps equally important is that our founder and CEO, Joe Myers, was the Director of NCEM for eight years and is completely and intimately familiar with the agency and the entirety of the North Carolina state government.

In addition to our tremendous experience and proficiency with the IA and PA programs, DSI is also offering NCEM an extremely cost effective solution. Our base rates are lower than industry standard, and we will not charge NCEM for any additional travel, per diem, or subsistence costs. This will allow North Carolina to adequately and accurately budget for our services. Of especial interest should be our knowledge and competence in implementing the direct administrative cost reimbursement program which will likely cover not only approximately 95% of the costs and fees DSI charges to NCEM but will also allow for the recovery of NCEM administrative costs that heretofore have never been captured or recovered. By offering the lowest cost initially, foregoing any travel/subsistence costs, and then adding a process that will allow North Carolina to recover the majority of our fees, DSI is confident that we will provide the State of North Carolina with the overall most cost effective contract for IA and PA Project Officers.

We look forward to answering any questions you may have about our proposal and would welcome an opportunity to make an oral presentation to NCEM in support of our services.



NCEM RFP NO. 19-012082-MSX

DISASTERS, STRATEGIES & IDEAS GROUP, LLC

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
PURCHASING AND LOGISTICS
REQUEST FOR PROPOSALS

RFP #19-012082-MSX

TITLE: Disaster Individual Assistance & Public Assistance Contract

USING FACILITY/DIVISION: NC Department of Public Safety
Division of Emergency Management

ISSUE DATE: April 17, 2013

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., May 16, 2013** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE DEPARTMENT OF PUBLIC SAFETY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 19-02082-MSX	RFP NO. 19-012082-MSX
North Carolina Department of Public Safety Purchasing and Logistics Office 4227 Mail Service Center Raleigh, NC 27699-1801	North Carolina Department of Public Safety Purchasing and Logistics Office 3030 Hammond Business Place Raleigh, NC 27603

IMPORTANT NOTE: Indicate firm name, "Technical Proposal" or "Cost Proposal" (*if applicable*), and RFP number on the front of each sealed proposal envelope or package.

Offers submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: **Sunde' McCann, Purchasing Agent**
919-743-8213
Email: Sunde.McCann@ncdps.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until **April 30, 2013**. Questions shall be submitted by e-mail to Sunde.McCann@ncdps.gov. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.

It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

I. INTRODUCTION

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting proposals to acquire the services of a qualified contractor(s) to provide trained State Project Officers for the Public Assistance and Individual Assistance programs. These trained Project Officers will be provided as needed to the State of North Carolina Division of Emergency Management in the assistance of the implementation of the programs in the immediate recovery of a disaster.

II. BACKGROUND

NCEM is a government organization that administers state and federal emergency management programs enabled by the Federal Stafford Act as amended, the Disaster Mitigation Act of 2000 and the North Carolina Chapter 166A statutes and Senate Bill 300. The Public Assistance Section of NCEM is responsible for assisting FEMA in the awards of grants to assist State and local governments and certain Private Non-profit entities with the response to and recovery from disasters through the Public Assistance Program. Specifically, the program provides assistance for debris removal, implementation of emergency protective measures, and permanent restoration of infrastructure. The Individual Assistance Section of NCEM is responsible for assisting FEMA in the awards of grants to assist individuals, households and businesses recover from disasters through the Individual Assistance Program. Specifically, the program provides assistance to individuals with necessary and essential needs after a disaster.

III. SCOPE OF WORK

The Contractor shall provide a well-trained and supervised staff of personnel to work in tandem with NCEM representatives to provide applicants with valuable disaster support assistance and information. Contractor shall provide complete and accurate invoices to each respective program from which funding reimbursement is requested.

A. Contractor Qualifications:

1. The Contractor shall be able to demonstrate the availability of adequate resources to fulfill the responsibilities listed below even if holding existing contracts with other states in FEMA Region IV. The Contractor shall include trained staff with experience in the local, state, and federal regulatory process. The Contractor's staff shall arrive with the proper equipment and supplies to include a personal laptop, digital camera, cell phone, GPS, car and other supplies depending on assignment.
2. The Contractor's staff shall be prepared to work in an austere environment immediately following a disaster to provide services to disaster survivors.
3. If required in response to the RFP, Contractor shall be available to make an oral presentation to NCEM program staff.

B. Contractor Requirements: The Contractor responsibilities include, but are not limited to the following;

Pre-Declaration:

- Educate potential applicants on the Federal Public Assistance Program
- Prepare and train local governments to conduct preliminary assessments
- Perform preliminary damage assessments with FEMA

Recovery Operation:

- Participate in and conduct applicant briefings
- Receive request for public assistance forms from applicants, review for completeness and forward to the State
- Partner with the State/FEMA personnel to inspect damage sites
- Provide applicant eligibility guidance
- Provide specialists under the Public Assistance Program as needed
- Prepare with the State, FEMA and applicant, scope of work and cost estimates for small projects
- Validate applicant's small projects
- Prepare with the State, FEMA and the applicant, scopes of work and cost estimates for large projects
- Submit to State, FEMA design and construction schedules for large projects
- Work as an advocate of the applicant and immediately bring to the attention of the State any misunderstandings or problems an applicant may have involving any aspects of eligibility, funding, or the program in general
- Work with State, FEMA and the applicant to resolve any misunderstanding referenced above
- Submit to the State applicant's request for time extensions beyond those stated above
- Consult applicant on requests for improved project status
- Consult applicant on requests for alternate projects
- Review and make recommendation to the State on applicant's appeal

- Review and make recommendation to the State on applicant's request for cost over-run
- Advise the applicant of hazard mitigation opportunities
- Participate in and conduct community relations functions and outreach
- Receive and resolve request for individual assistance from applicants
- Partner with FEMA personnel to assist victims
- Provide victim eligibility guidance
- Work as an advocate of victims and immediately bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general
- Submit to FEMA applicant requests for time extensions beyond those stated above
- Consult with applicants requesting assistance
- Review and make recommendations to FEMA concerning applicant's appeals
- Provide assistance related to all aspects of temporary housing programs and/or home repair programs
- Provide assistance in coordinating legal assistance to disaster victims
- Provide assistance related to the Disaster Unemployment Assistance Program
- Provide assistance related to the National Flood Insurance Program

Reporting and Closeouts:

- Validate and document completion of all small projects
- Perform routine and final inspections of all large projects, certify completion, and submit final cost accounting to State
- Make recommendations for interim disbursements and final reconciliations
- Assist the State and applicant in formulating appeals to FEMA
- Provide technical assistance for database administration that facilitates project tracking and quarterly reporting to FEMA for the State
- Work with the State and FEMA to close out the public assistance grant after all applications have been closed
- Contractor shall provide complete and accurate invoices to each respective program from which funding reimbursement is requested

NCEM reserves the right to terminate individual contract staff at will, if not complying with the contract requirements. Contractor will be responsible for immediately providing new contract individual in place of terminated one, if such is necessary to satisfactorily continue the work required herein.

C. Schedule: Time is of the essence for performance of this Contract. The Contractor agrees and understands that the services covered by this Contract shall be immediately available during times of emergencies and disasters. NCEM reserves the right, to acquire any part or all of the services offered by the Contractor under this Contract for any period as needed without penalty. NCEM also reserves the right, if necessary, to acquire part or all of the services offered by the Contractor under this Contract from other available sources as deemed necessary in the best interest of the State to meet the recovery needs.

D. NCEM Approvals: The NCEM Public Assistance and Individual Assistance Program Managers shall be the primary contact and responsible for supervision of this work assignment. The Public Assistance and Individual Assistance Managers shall conduct evaluation of all contractor work, product and performance based on thoroughness and completion of contractor requirements cited above.

E. Compensation Units of Reimbursement: This contract will be measured and bid at a daily rate per position. That includes salary and contractor's provision of their equipment and supplies and should be invoiced accordingly. All travel reimbursement will be based on the State's in-state per diem rate and policy. This will include food, vehicle mileage, and lodging; this should be invoiced accordingly. Cost shall be tracked and accounted directly to specific projects unless prior approval has been granted from either the State's Public Assistance or Individual Assistance Program Manager.

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS

DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

IV. TERM OF CONTRACT

The contract service shall be for a period of three (3) years and shall begin when a purchase order has been issued by the Department of Public Safety, subject to the continuation of the program and the availability of funds.

V. INSTRUCTIONS TO OFFERORS

A. THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one original and at least two (2) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the Department of Public Safety (Department) not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the offeror has sufficient ability to perform the contract; whether the offeror is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether offeror has provided complete, reliable and accurate financial information regarding its business operation; whether the offeror is financially solvent; and whether offeror has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

In addition to any other evaluation criteria identified in the Department's solicitation document, the Department shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology

-
- Relations with citizens and employees
 - Contract enforcement jurisdictional issues

8. In accordance with 9 NCAC 6B.0302 Methods of Source Selection, a point based one-step evaluation will occur. Sixty (60) points maximum will be measured against the RFP package (corporate background and experience, project staffing and organization, technical approach, and outsourcing). Forty (40) points maximum will be measured against cost proposal. A scenario of one each position for a full day shall be used to tabulate cost proposals. A maximum of 100 points can be granted.
9. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.
10. If the Department determines, during its evaluation of offers received, that it needs to modify its requirements or desires that offerors modify the content of their offer (including cost), it may request Best and Final Offers be submitted.

B. PROPOSAL INFORMATION

The following information is requested from each offeror:

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past three years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

2. Outsourcing

Detail the manner in which you intend to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

3. Cost Proposal

Offeror shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit. See **Section X**. The Cost Proposal shall contain:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses
- Subcontractor Costs (if any)
- Other Costs (e.g., office expenses)

TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

4. Financial Statement

The offeror shall provide the following financial information:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)); or
- Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the offeror's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the offeror's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the offeror's parent or related corporation/business entity shall not be considered, unless: (1) the offeror's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the offeror's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) offeror provides its own internal prepared financial statements and such other evidence of its own financial stability identified above.

The offeror's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the offeror's proposal and rejection is more likely to occur if other offerors provide financial documentation in compliance with the foregoing provisions. Offerors are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE OFFEROR COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

5. Project Organization This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

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

6. Technical Approach

This section shall include, in narrative, outline, and/or graph form the offeror'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.

VI. EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to furnish the subject services as indicated in its proposal. Offer valid for forty five (45) days from date of proposal opening unless otherwise stated here: ____ days (See General Information on Submitting Proposals, Item 7).

Failure to execute/sign proposal prior to submittal shall render proposal invalid. Late proposals are not acceptable.

BIDDER: Disasters, Strategies & Ideas Group, LLC		
STREET ADDRESS: 6121 Yates Mill Pond Road		P.O. BOX:
CITY & STATE & ZIP: Raleigh, NC 27606		TELEPHONE NUMBER: 850-385-4013
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21): 1953 Thomasville Road, Tallahassee, Florida 32303		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: Joseph Myers, CEO		FAX NUMBER: 850-385-1510
AUTHORIZED SIGNATURE: <i>Joseph F. Myers</i>	DATE: <i>5/15/13</i>	E-MAIL: joe@dsideas.com

ACCEPTANCE OF PROPOSAL

NC DEPARTMENT OF PUBLIC SAFETY

BY: *Jamie McLann* TITLE: *Purchasing Agent* DATE: *6/14/13*

VI Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169), this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Department: Department of Public Safety Solicitation # (Purchaser fill in)

----- Department Contact Person & phone #: Sunde' McCann; 919-743-8213 -----

Solicitation Title / Type of Services: Disaster Individual Assistance & Public Assistance Contract

OFFEROR: **Disasters, Strategies & Ideas Group, LLC**

City & State: Raleigh, North Carolina and Tallahassee, Florida

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
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All of DSI's services will be delivered from Raleigh or elsewhere in North Carolina or from Tallahassee, Florida, the location of our corporate headquarters. **NONE OF OUR SERVICES WILL BE PERFORMED OUTSIDE THE UNITED STATES.**

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Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

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Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Providence/State	Country
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Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

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VIII. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Unless otherwise indicated under Section V. Execution of Proposal of this document, the offer shall be valid for forty five (45) days from the date of proposal opening. Preference may be given to offers allowing not less than forty five (45) days for consideration and acceptance.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Department, government or private, until after the award of the contract. Only those communications with the Department authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the Department during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the Department any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the Department are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, 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.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov> . All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.PandC/protests.pdf> for more information.)
16. **TABULATIONS:** The State has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve L tabulations electronically from our Internet web site: <http://www.pandc.nc.gov> . Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov> .
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
20. **CONTRACT MONITORING:** Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Invitation for Bid shall include contract monitoring as a regular process of evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas;

- Verify contractor performance for purposes of payment;
- Identify material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take such action if required;

Monitoring Vendor compliance of any contract document which results from the award of this Invitation for Bid shall be the responsibility of the NC Department of Public Safety Purchasing and Budget Office, Contract Administrator. Contract monitoring shall occur for an on-going basis throughout the term of the contract."

**K. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Department's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Department of Public Safety may terminate this agreement at any time by 30 days notice in writing from the Department to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Department, become its property. If the contract is terminated by the Department as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The Department of Public Safety is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Department for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Department.

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11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - 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 cost shall be in excess of the limit of liability).
 - Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor 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 this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the Department, or the name of the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addendum thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. AMENDMENTS: This contract may be amended only by written amendments duly executed by the Department and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. TAXES: G.S. 143-59.1 bars the Department of Public Safety 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 refuse 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.

22. YEAR 2000 COMPLIANCE/WARRANTY: Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

23. GENERAL INDEMNITY: The contractor 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 this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor 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 contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

24. OUTSOURCING: Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Department.

Vendor must give notice to the Department of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

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

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

26. ALCOHOL/DRUG FREE WORK PLACE POLICY: A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT 1) 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.

27. ACCOUNTABILITY: Employees of other public and private organizations providing a service to the agency are accountable to the North Carolina Department of Public Safety (DPS) Departmental Purchasing Contract Administrator and the facility head or designee of the program in which they work. The facility head or designee shall report all non-compliance issues in writing to the North Carolina DPS Departmental Purchasing Contract Administrator. The North Carolina DPS Departmental Purchasing Contract Administrator shall work with the employee of the public or private organization providing the service in order to bring performance up to expectations or terminate services if the conditions justify.

28. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or

- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

- 29. PREA:** The Department of Public Safety has zero-tolerance for behavior with offenders that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors, contractors, subcontractors associated with a contract, and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law an offender CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors, volunteers, contractors, and subcontractors associated with a contract and all such activity legally is against the will of the offender- no matter what the offender says. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

"It is important to remember that if a report of any incidents of unduly familiar and sexual abuse is made, as a valued agent of this department, you have a duty to report this information immediately to your contact person with the Agency, the Division Director's office, or by email to the Office of PREA Administration at prea@doc.state.nc.us. By signing this contract you acknowledge that you, your employees and subcontractors, understand and will abide by this policy as outlined above."

- 30. NON-DISCLOSURE/INFORMATION SECURITY:** The State may, in its sole discretion, provide a non-disclosure agreement and/or an Information Security Policies Acknowledgement Form satisfactory to the State for Vendor's execution. The State may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes.

^ COST PROPOSAL

The Cost Proposal shall contain:

Personnel costs (including hourly rates and total hours)

Travel and Subsistence Expenses

Subcontractor Costs (if any)

Other Costs (e.g., office expenses)

TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

List below the position/title of personnel to be assigned to this project and daily rate (daily rate for each position to include all expenses i.e salary/wages, benefits, travel/subsistence and office expenses):

POSITION/TITLE	DAILY RATE BASED ON A 12 HOUR DAY
Principal – Frank Koutnik	\$1388
Program Coordinator – Jordan Rink	\$1188
Technical Advisor – Tony Ettore	\$1188
Quality Assurance – Thomas Wall	\$1188
Team Leader – Charlotte Smith	\$1236
Grant Manager – Mike Reedy	\$864

ATTACHMENT 1

ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

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

Joseph F. Myers 5/15/13