



January 11, 2016

Mr. John Poucher, Purchasing Agent
North Carolina Department of Public Safety
Purchasing and Logistics Office
3030 Hammond Business Place
Raleigh, NC 27603

**Reference: Request for Proposals No. 19-013357-PJW
Emergency and Daily Generator Rental**

Dear Mr. Poucher:

The Louis Berger Group, Inc. (Louis Berger) is pleased to present this proposal to the North Carolina Department of Public Safety for emergency and daily generator rental services for a period of three (3) years throughout the state of North Carolina.

Our team is a proven industry leader nationally in the emergency response area, having provided emergency power support to government agencies, including currently for the U.S. Army Corps of Engineers (USACE) Pittsburgh and for the Philadelphia District since 2004. We are known for rapid response and the ability to mobilize and deploy resources quickly. We also have expertise in leveraging existing forward-based operations and local resources wherever and whenever possible to support clients' needs. For this opportunity and times of crisis, we collectively combine these abilities and our experience to provide the services to the State of North Carolina with a response time that will be second none. Louis Berger offers:

- ✓ **Strategic Partnerships and Established Subcontractor Vetting Process.** Our team includes a vendor network of more than 175 geographically-based regional subcontractors, having supported and continue to support Louis Berger on current disaster response contracts such as the Virginia's Division of Emergency Management (VDEM) Emergency Services Contract, Delaware's Emergency Standby Materials and Services contract, the US Postal Service's Emergency Planning, Response and Recovery Services (EPRRS) contract, Mississippi's Emergency water contract (October 2014), USACE's Emergency Power Generation Contract for FEMA regions; I, II, III (awarded 2013), and FEMA regions; IX, X, and OCONUS (awarded 2014). During the course of contract execution, we will continue to identify and vet potential subcontractors and modify the team subcontractors based North Carolina contract requirements, performance, price, and response requirements.
- ✓ **Experienced and Established Management Team.** The Louis Berger Team is comprised of seasoned and experienced personnel in the fields of logistics, emergency response, points of distribution (POD) programs, asset tracking, credentialing, safety, transportation, planning, engineering, supply chain management, bottled water, packaged ice, and environmental compliance. Our proposed core team for the emergency and daily generator rental services consists of: Christopher Walker, ANG (ret.), Tom Oliver, Vincent Ricevuto, PE, CHMM, REM, Hobart Price, Chad Huber, Kasi Miner, Richard Peters, and Tim Jamison.
- ✓ **Utilization of State-of-the-Art Technologies.** Key factors often neglected prior an unplanned disaster is backup communications. As is often the case, in times of catastrophic events, local cell phone towers become damaged and unusable leaving potentially hundreds of thousands of users and first responders without the use of their phones for communications with others. The Louis Berger disaster response team will utilize an interactive suite of IT-based tools ensuring its teams with 100 percent communications. These systems include:
 - Very Small Aperture Terminals (VSAT) for staging area operations.
 - Iridium Go- smartphone to a satellite phone for remotely operating field personnel.
 - Intermec CN51- Wi-Fi enabled hand held bar code scanners for real-time asset tracking
 - Numerix- GPS real-time asset tracking devices and systems.
 - Two-Way radios with repeaters to ensure staging area communications.
- ✓ **The Leader in Emergency Response.** Starting with award of the Worldwide Emergency Prime Power Support Services Contract (Prime Power), we, in a joint venture with Cummins Power Generation, successfully supported the USACE Philadelphia District and the USACE's 249th Engineer Battalion with worldwide power services under a \$490 million indefinite quantity contract. Since 2006, we have also been the prime consultant leading a nationwide team of more than 350 regionally-based specialty subcontractors supporting the U.S. Postal Service (USPS) Office of National Preparedness (ONP) under the 10-year, unlimited dollar Emergency Planning, Response and Recovery Services (EPRRS) contract. We are one of only two nationwide contractors providing emergency power support to restore USPS facilities and operations following emergency and disaster events across

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Vendor:

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	
Refer ALL Inquiries regarding this RFP to: John Poucher <u>john.poucher@ncdps.gov</u> (919) 324-6474	Request for Proposal # 19-013357-PJW
	Proposals will be publicly opened: December 29, 2015
	Contract Type: Agency Specific
	Commodity No. and Description: 981-43 Generator Rental & Lease
	Using Agency: NC Emergency Management - JFHQ
Requisition No.: RQ19117471	

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class 1 felony. Furthermore by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of 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.

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

VENDOR: The Louis Berger Group. Inc.		
STREET ADDRESS: 1001 Wade Avenue, Suite 400	P.O. BOX:	ZIP: 27605
CITY & STATE & ZIP: Raleigh, N.C. 27605	TELEPHONE NUMBER: 919.866.4400	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Mr. Vincent E. Ricevuto, P.E., CHMM, REM	FAX NUMBER: 919.755.3502	
VENDOR'S AUTHORIZED SIGNATURE: <i>Vincent E. Ricevuto</i>	DATE: 1/7/2016	E-MAIL: vricevuto@louisberger.com

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: 60 days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

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1.0 PURPOSE AND BACKGROUND

NCDPS divisions manage and maintain critical infrastructure across the state that require backup power during day-to-day activities and during and after disasters. Previous agency specific term contracts were established to ensure power generation requirements were met during disasters, and this Request for Proposal expands the contracts to cover day-to-day needs at field offices, correctional facilities, communication sites, and other locations.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 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 in the instructions in Section 2.6 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the points raised, 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 of specific components 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. **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.**

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.3 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	12/07/2015
Submit Written Questions	Vendor	12/14/2015 2:00 pm
Provide Response to Questions	State	12/16/2015 4:00 pm
Submit Proposals	Vendor	12/29/2015 by 2:00 pm
Contract Award	State	01/15/2016
Contract Effective Date	State	01/15/2016

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Vendor: The Louis Berger Group, Inc.

2.4 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 e-mailed to John.poucher@ncdps.gov by the date and time specified above. Vendors should enter "RFP #19-013357-PJW: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

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

2.5 PROPOSAL SUBMITTAL

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

Mailing address for delivery of proposal via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)
PROPOSAL NUMBER: 19-013357-PJW North Carolina Department of Public Safety Purchasing and Logistics Office 3030 Hammond Business Place Raleigh, NC 27603

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

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal.

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Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP shall NOT be accepted.

a) Submit **two (2) signed, original executed** proposal responses , 2 of photocopies, 1 un-redacted electronic copies on CD, DVD or flash drive and, if required, 1 redacted electronic (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

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

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

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this RFP
- d) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT C: PRICING
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

2.7 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: Alternate Proposal #__ for 'name of Vendor'. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a

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separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the *NCDPS* 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.
- d) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- e) **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 Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- f) **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.
- g) **PREA:** Prison Rape Elimination Act (Public Law 108-79)
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to Multiple Vendors, 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.

Awards will be based on price, conformity to specifications and other conditions made a part hereof. The State reserves the right to reject any proposal where the prices are not substantially in accordance with pricing received from other vendors on similar generators.

In the event of an emergency, NCDPS/NCEM may use one or more vendors awarded this contract to meet the requirements and would select the vendor to use for a particular requirement based on the best contract price and generator availability. For individual missions requiring turn-key operations, the vendor will be selected based on best package price for that specific mission. It is the intent of NCDPS and NCEM to make multiple awards to this RFP to ensure the needs of the State are met.

This proposal does not attempt to reserve specific generator assets in advance of contingencies by paying contingency fees; and contractors are not required to guarantee availability of generators during a disaster event

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such as a hurricane or winter storm. The intent of this contract is to establish contracted rental and services rates which are good for three years.

Providing the contractor has assets available in State, vendor must be able to provide contracted generators and services to any municipality in North Carolina within 24 hour notice and also be able to provide transportation, installation, technical support services, and equipment recovery. If the contractor has the asset at an out-of-state location, contractor must be able to provide it to any location in North Carolina within 72 hours of notification.

The status of a Vendor's e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The State reserves the right to waive any minor informality or technicality in proposals received.

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

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and

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often do not; therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

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

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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

3.4 EVALUATION CRITERIA

Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. NOTE: To ensure proper price evaluation of bid packages (tabulation), the following scenario will be used:

- The State will rent one (1) 60kw 3-phase diesel generator requiring a Y connection, 50 feet power cable, one (1) grounding rod, and 15 feet of grounding cable for three (3) days. This generator will use 2 gallons of diesel fuel;
- The State will rent one (1) 175kw diesel generator requiring a Y+D connection, 3 legs of 50 feet power cables, one (1) grounding rod, 50 feet of grounding cable for one (1) week. This generator will use 50 gallons of diesel fuel;
- The State will rent one (1) 1mw diesel generator requiring a D connection, 6 legs of 100 feet power cables, one (1) grounding rod, 50 feet grounding cable, one (1) electrician for six (6) hours, and two (2) on-site technicians for three (3) 8-hour days. Generator shall be rented for one (1) week. This generator will use 150 gallons of diesel fuel.

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:

Total cost to the State

Level of quality provided by the Vendor

Process and performance 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

Particular risk factors such as the security of the State's information technology

Relations with citizens and employees

Contract enforcement jurisdictional issues

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3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

a. Generators

Generators of varying sizes may be required at multiple sites. Standard power output groupings in wattage include:

1. 5kw – 15kw
2. 16kw – 29.9kw
3. 30kw – 59kw
4. 60kw – 74kw
5. 75kw – 99kw
6. 100kw – 120kw
7. 121kw – 150kw
8. 151kw – 175kw
9. 200kw – 300kw
10. 301kw – 450kw
11. 451kw – 500kw
12. 501kw – 750kw
13. 751kw – 1mw
14. 1.1mw +

Each generator shall have an engine use hour meter, and vendors are required to provide both beginning and end meter readings to the quarter operation hour. Each facility may require a different amperage output. Generator wattage categories and appropriate pricing tables completed by the vendor will include all generator capabilities to include amperage. That is, a 100kw 400a generator and a 100kw 200a generator fall within the same grouping and pricing line item. **Vendors shall annotate the number of generators available in each grouping within their technical approach section of their bid package.**

b. Electricians

State and local governmental agencies requesting a rental generator may need an electrician to connect the unit to a facility. In the event these services are needed, electricians must be bonded and licensed to do business in the State. Vendors must calculate all labor and transportation costs within their bid proposals for this particular line item. Vendors must include appropriate documentation demonstrating appropriate bonding, licensing and insurance within the technical approach portion of their proposal. The State reserves the right to use internal or off-contract electricians to connect and disconnect rental generators.

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c. On-Site Operations

The end-user of the rental generator may require on-site operation and maintenance. Vendors must be prepared to provide on-site technicians and services as requested. On-site operations include any setup and equipment breakdown. Technicians do not have to be licensed electricians, and the State will not be billed or pay for an electrician when a technician is requested.

d. Transportation

The State recognizes no vendor has field offices across the state, and that delivery and pickup of rented equipment will be required. To maximize competition, and to ensure proper bid package evaluation, each bidder shall include a flat fee for delivery and pickup of equipment. The flat fee will include any appropriate fuel surcharges and labor hours required for transportation.

e. Refueling Services and Environmental Fees

The State may require on-site refueling services, or may return generators with fuel tanks that are not full. In either case, vendors are to bill any refueling using the State's fuel weekly pricing tables for tank wagon found at <http://www.doa.nc.gov/pandc/dynfuels/fuelcost.asp> using a cost plus (cent and not percent) method per gallon. No fuel surcharges are allowed to be added to refueling services. Gallons used shall be tracked by the vendor and appropriately annotated on all documentation. The State shall not reimburse any vendor for refueling services that does not properly document gallons used.

An environmental fee charge is allowable, however vendors shall bill on the contracted flat rate per transaction.

4.1 CONTRACT TERM

The Department of Public Safety (NCDPS) and the Division of Emergency Management (NCEM) seek to establish a three (3) year agency specific term contract for generator rental and associated services and supplies to meet the needs of the State during daily activities and during disasters. Disasters can occur at any time and last a few hours, days, weeks, or months. Services may be required at any time during business hours as well as on nights, weekends, and holidays.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

- a) Invoices must be submitted to the following address: NC DPS Accounts Payable
2020 Yonkers Road
Raleigh, NC 27603
- b) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

4.4 PAYMENT TERMS

- a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.

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b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the State.

4.5 FINANCIAL STABILITY

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.

4.6 VENDOR EXPERIENCE

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

4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. The State 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. Such information may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
USACE- Pittsburgh Division- ACI Emergency Power Contracts: FEMA regions: I,II,III, IX,X, oconus	Mr. Jim Christ, Chief Planner	412-395-7254
Viginia Division of Emergency Manaagement	Mr. Jason Eaton, Chief of Logistics	804- 897-9957
United States Postal Service-HQ- Operations	Ms. Rae Ann Haight Mgr., National Preparedness-Western	406-657-5758

4.8 VENDOR'S REPRESENTATIONS

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

- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecom-

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munications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

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

5.0 SCOPE OF WORK

5.1 GENERAL

NCDPS and NCEM seek a three (3) year agency specific term contract to rent generators of all sizes, to include support equipment (power connection cables, grounding cables, grounding rods, and miscellaneous items), transportation, installation, technical service, and equipment recovery. Items would be used to meet governmental requirements at the State and local levels. Quantities referenced in this document represent the best available estimates of the State's requirements. Each daily need and disaster requirement is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from obtaining additional rentals from non-contracted sources, nor shall it be construed to require the State to rent quantities of generators beyond its actual requirements. When generators are delivered to sites the generators must be full of fuel at vendors cost. End user will be responsible for insuring genitor is fueled during the rental. The State will not be billed for fuel top off upon return of generator.

5.2 ACCEPTANCE OF WORK

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

5.3 WARRANTIES

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

5.4 CERTIFICATION AND SAFETY LABELS

PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all

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requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.5 QUESTIONS TO VENDOR

Vendor shall respond to each of the following questions. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

State your normal hours of operation: Monday - Friday; 8:00 AM - 5:00 PM

Are you willing to furnish generators outside your normal hours of operation? Yes

Standard preventative maintenance is included in the rental price, and during a disaster, the rental generator may have to be swapped to guarantee maximum uptime of the facility in question.

What is your standard on-site time for a routine service call in hours? 4

What is your emergency on-site time for a breakdown in hours? 2-4

Provide a 24/7 emergency contact and number:
Christopher Walker, 985-789-2770

List below references where your generators have been supplied:

<u>Location</u>	<u>Contact Person</u>	<u>Telephone #</u>
Counties of Virginia	Duane Sheppard, VDEM	804-484-4197
WSACC- Cabarrus County Water & Sewer *	Chris Carpenter	704-791-6788
City of Hickory *	Shawn Penell	828-328-7427

* Reference for partner Sunbelt Rentals

5.6 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to three (3) months after such end date all such reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Vendor for any

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resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

John Poucher, Purchasing Agent, NC Department of Public Safety, Departmental Purchasing & Services, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6474, is designated as the Contract Officer for the Department.

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

6.2 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 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.

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Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order

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#150 (1999), 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.

10. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any proposal by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets 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 or 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.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
13. **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.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this web site not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors

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to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.

17. **WITHDRAWAL OF PROPOSAL**: a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
18. **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 this RFP and in formal Addenda issued through IPS.
19. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
20. **VENDOR'S REPRESENTATIVE**: Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
21. **SUBCONTRACTING**: Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
22. **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 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.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

In case of default by the Vendor, the State may procure the services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or 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 cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the State

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** 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.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

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7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9).
12. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

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

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

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

13. **INSURANCE:**

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

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an

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occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

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

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of 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 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 this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **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 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 Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Vendor 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. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** The State may terminate this contract at any time by ___ days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the State.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any

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Vendor: The Louis Berger Group, Inc.

property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

21. PROPERTY RIGHTS: All deliverable items produced for or as a result of this contract shall be an become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. 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 relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract to a location outside of the United States.

23. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. 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 RFP, any addenda thereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

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

26. WAIVER: The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. 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

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Vendor: The Louis Berger Group, Inc.

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.

29. (Exclude if term is less than one year) **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

30. **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.

31. **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 inmate or by staff, volunteer, Offeror, contractor or agent. Staff, volunteers, Offerors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, Offeror, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, Offerors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say.

Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile 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 an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies.

As a valued employee of 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@doc.state.nc.us, or the DPS Communications office at (800) 368-1985. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.

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ATTACHMENT C: PRICING

Cost Proposal

NOTICE: Generators shall be billed from time of unit dispatch to the time the vendor is notified the equipment is ready for pick up. From time of dispatch to a full three days, the generator(s) shall be billed at the daily rate. Between 4 and 7 days, the State will be billed at the weekly rate. After two (2) weeks of rental, the vendor will negotiate with the State whether a weekly or monthly rate will be billed.

a. Generators (all types, sizes, and outputs):

GENERATOR SIZE	DAILY	WEEKLY	MONTHLY
	Non- Emergency Rates: Up to 8 hours run time/day. Rates over @ 1.5		
5kw – 15kw	\$ No Bid	\$ No Bid	\$No Bid
16kw – 29.9kw	\$ 244.00	\$ 715.00	\$ 1673.00
30kw – 59kw	\$ 395.00	\$ 998.00	\$ 2860.00
60kw – 74kw	\$ No Bid	\$ No Bid	\$No Bid
75kw – 99kw	\$ No Bid	\$ No Bid	\$No Bid
100kw – 120kw	\$ 593.00	\$ 1396.00	\$ 3789.00
121kw – 150kw	\$ 632.00	\$ 1685.00	\$ 4150.00
151kw – 175kw	\$ 725.00	\$ 1989.00	\$ 5445.00
200kw – 300kw	\$ 870.00	\$ 2336.00	\$ 6463.00
301kw – 450kw	\$ 1142.00	\$ 2775.00	\$ 6916.00
451kw – 500kw	\$ 1765.00	\$ 4280.00	\$ 11716.00
501kw – 750kw	\$ 2266.00	\$ 5224.00	\$ 15675.00
751kw – 1mw	\$ 3093.00	\$ 6724.00	\$ 21183.00
1.1mw +	The vendor shall add separate lines for each size available to the State greater than 1 megawatt. Continue on a separate piece of paper if needed, and annotate such.		

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Vendor: Louis Berger, Inc.

GENERATOR SIZE	DAILY	WEEKLY	MONTHLY
	Non- Emergency Rates: Up to 8 hours run time/day. Rates over @ 1.5		
1.5mw	\$ 2907.00	\$ 8722.00	\$ 26167.00
2mw	\$ 4550.00	\$ 13652.00	\$ 40957.00

b. Connections and Accessories

CABLES AND ACCESSORIES (List cable sizes and their prices in cost per foot in the daily column. List grounding rods as a single unit in the daily column. List any fuel tanks/bladders by capability and provide extended daily, weekly and monthly rental costs.)	DAILY	WEEKLY	MONTHLY
Power Cable (per 50ft.)	\$ 22.00	\$ 50.00	\$ 125.00
Grounding Cable- included with order	\$ N/C	\$ N/C	\$ N/C
Grounding Rod- included with order	\$ N/C	\$ N/C	\$ N/C
External Fuel Tank/ Bladder (500 gal.)	\$ 278.00	\$ 824.00	\$ 2364.00
External Fuel Tank/ Bladder (1000 gal.)	\$ 406.00	\$ 1438.00	\$ 4206.00
External Fuel Tank/ Bladder (2300) gal.	\$ 510.00	\$ 1578.00	\$ 5501.00

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CABLES AND ACCESSORIES (List cable sizes and their prices in cost per foot in the daily column. List grounding rods as a single unit in the daily column. List any fuel tanks/bladders by capability and provide extended daily, weekly and monthly rental costs.)	DAILY	WEEKLY	MONTHLY
Pigtails (Male/Female) ea.	\$ 8.00	\$ 23.00	\$ 68.00
	\$	\$	\$
	\$	\$	\$

c. Electricians

Licensed Electrician	Regular Labor/Hr	\$ 97.50/hr.	Overtime Labor/Hr	\$ 146.25/hr.
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d. Technicians

On-Site Technician	Regular Labor/Hr	\$ 127.50/hr.	Overtime Labor/Hr	\$ 187.50/hr.
Per Diem Rate for Each On-Site Technician		\$ TBD - in Accordance with GSA/CONUS Rates for the State of North Carolina		

e. Transportation

Flat Transportation Fee for Delivery and Pick Up	\$ 1450.00		
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f. Environmental Fees

Flat Environmental Fee (Per Order/Transaction and not per Generator)	\$ 375.00 *		
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* This item is related to associated daily generator maintenance activities only (e.g., oil filters/disposal, etc.)

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Vendor: The Louis Berger Group, Inc.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §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 of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

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

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

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

No

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

No

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States YES NO

NOTE: All Vendor or sub-Contractor 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.

c) Identify all U.S. locations at which performance will occur:

Raleigh, North Carolina (800 number Call Center), New Orleans, Louisiana (Chris Walker 1st Responder)

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Vendor: The Louis Berger Group, Inc.

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: The Louis Berger Group, Inc.

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

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

Date of latest audit: June 26, 2015

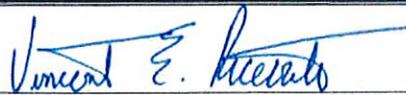
The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

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 litigation or findings of 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.

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

	<u>1/7/2016</u>
Signature	Date
Vincent Ricevuto, PE	Senior Vice President
Printed Name	Title

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

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Vendor: The Louis Berger Group, Inc.

ATTACHMENT F: ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

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

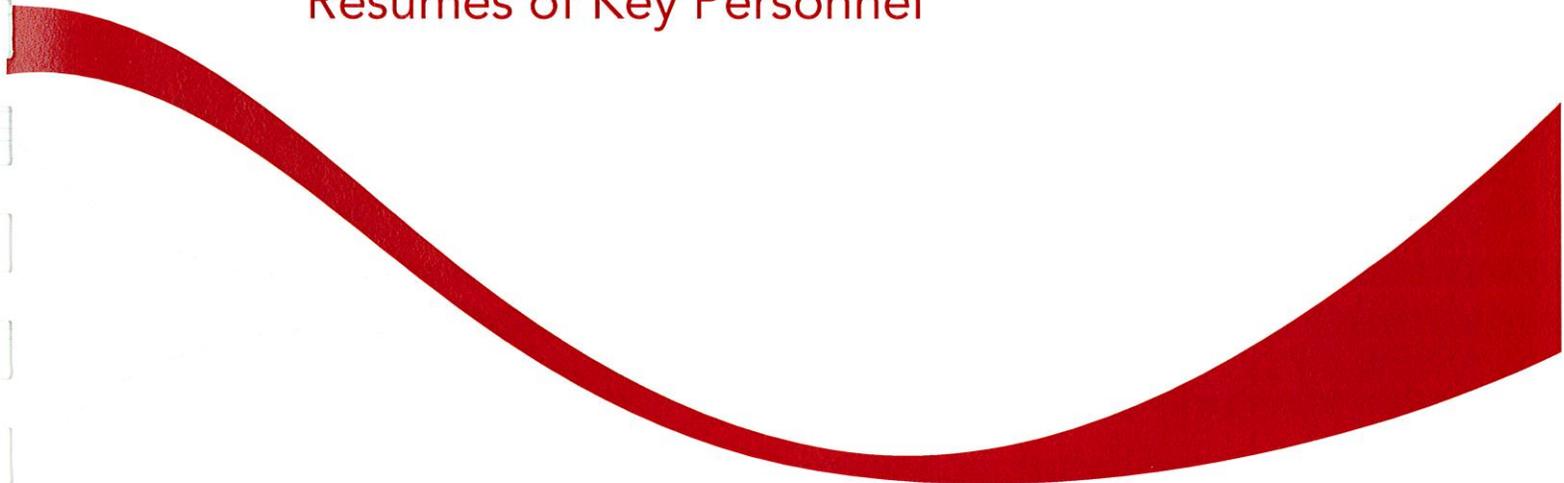
If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish 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.

This document last modified by wdh10-10/15/15

Appendix A
Resumes of Key Personnel



VINCENT RICEVUTO PE, CHMM, REM, CIPS

Principal-in-Charge

Mr. Ricevuto has more than 25 years of experience in emergency planning, response, and recovery operations, emergency power and other contingency services, project/site management, construction management, facility compliance and permitting, engineering, general cost estimating, and project scheduling. He also serves Louis Berger's USPS client manager. Projects include contingency resources planning; deployment activities; facility cleanup and restoration services; assessing, quantifying, and mitigating/repairing post-disaster and other emergency damages; developing and supervising health and safety programs; aboveground storage tank (AST) and underground storage tank (UST); POL; site remediation projects; environmental due diligence including site assessments and investigations; spill prevention and stormwater planning; training and compliance activities; investigations and remedial action implementation; construction of wastewater treatment and groundwater and process wastewater collection systems; preventative maintenance and operations support for water treatment systems; O&M activities associated with various treatment and disposal technologies; asbestos/lead based paint (LBP) management; QA/QC of site remediation projects; post construction award services/inspection; management of subcontractor construction; and cost control.

Mr. Ricevuto is currently the principal-in-charge for multiple emergency planning, response, and emergency power contracts, including for NYCDCAS/NYCOEM in the aftermath of Superstorm Sandy, as well as the USPS EPRRS contract. For these contracts, Mr. Ricevuto is responsible for overseeing emergency generator and various asset (i.e. light tower, fuel, pumps) deployments across the United States including responses to flooding, tornados, and Hurricanes Gustav and Ike in 2008; Ida in 2009; Alex, Earl, and Hermine in 2010; Irene in 2011; Debby, Isaac, and Sandy in 2012, and the 2013 Moore, Oklahoma tornados and power outages in the Midwest, as well as responses to localized outages, and other unexpected operational interruptions.

Relevant Project/Work Experience
NYCOEM, 24/7 Program Management Support, Response to Superstorm Sandy. Principal-in-charge for Louis Berger's response to Superstorm Sandy at the logistics center. Responsible for initial response requests and coordination as Louis Berger's incident commander while monitoring progress and performance to

ensure generators, light towers, fuel, and O&M services were provided throughout New York City. Coordinated all daily on-site activities, along with sourcing support as various needs and requests were made by NYCDCAS and NYCOEM, on a continuous basis. Also responsible for authorizing payments consistent with the contract terms.

FIRM

Louis Berger

EDUCATION

MBA, Management
BS, Mechanical Engineering
MS, Environmental Engineering (in progress)

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer
(NY, DE, Washington DC, MD, PA, VA, WV, AL, FL, KY, MS, TN, OH, LA, TX, Puerto Rico, Virgin Islands, Guam)
Certified Hazardous Materials Manager
Registered Environmental Manager
Certified Infrastructure Preparedness Specialist

TRAINING

ICS Level 100, 200, 300
40-Hour OSHA
HAZWOPER Health and Safety Training
OSHA 8-hour Supervisor
USEPA Asbestos Project Designer
OSHA 10-hour
Construction Safety
OSHA Confined Space Entry
First Aid/CPR

YEARS EXPERIENCE 25
YEARS WITH FIRM 10

USPS, EPRRS IDIQ Contract, Nationwide and U.S. Territories. Program and contract manager in support of USPS comprehensive emergency management plans. This 10-year unlimited dollar contract is one of only two issued by the USPS throughout the United States and its territories. Responsible for securing resources such as manpower, equipment, and material resources to ameliorate, mitigate, or otherwise address environmental releases, safety and health support, natural and manmade disasters, terrorist acts, and incidents of national significance on a 24/7 basis. In addition, since this contract also includes all the USPS Facilities flowdown clauses for construction activities, Louis Berger conducted a variety of construction-related activities (i.e., design/build projects involving storage tank replacements, concrete and foundation design and installation, and many demolition projects that involve hazmat materials such as asbestos and lead-based paint). Projects to date have included nationwide emergency generator upgrades and deployments, generator kit assemblies, facility assessments, responses to oil spills and hazardous materials (i.e. mercury, acids), electrical connection assessments, operational response plan preparation, hurricane damage response coordination, UST and AST system upgrades and retrofits, and many other non-emergency services.

Also managed and coordinated the Louis Berger emergency power support services including emergency energy assessments and planning (including emergency generator deployment plans and training), planned power outage support, emergency power deployments (including resource capabilities to provide rental generators, electrical cable, generator technicians and master electricians, on-site safety and supervision, and fueling operations) and operations and maintenance services.

USPS, Unified Incident Command Center (UICC), Washington, DC during The Nationwide Facility Anthrax Testing. Onsite program coordinator for more than three months at USPS

headquarters. Role initially involved the coordination and scheduling of facility testing with five separate national contractors in an expedited fashion for more than 280 USPS large processing and distribution facilities. All sampling results were coordinated with the Centers for Disease Control which were then received and prepared for senior USPS management review and release to the media on a daily basis. Additional responsibilities included the creation and daily management of the UICC to accommodate the various regulatory agencies, contractors, and USPS personnel that were involved with the nationwide sampling effort.

National Park Service, Environmental Response, Damage Assessment, and Restoration (ERDAR) Contract. Contract manager for environmental response, damage assessment, and restoration services. Task orders include site inspections; field sampling; laboratory and on-site analyses; damage assessments; planning and injury determination; restoration planning and implementation; emergency response actions from oil and hazardous materials spills; program support as needed in support of the NPS Oil and Hazardous Materials Emergency Response Program; cost estimating; and National Environmental Policy Act (NEPA) planning and compliance.

County of Prince William, Virginia, UASI Grant Funded NIMS Compliance Officer. Program director for support areas, including to revise, update, and coordinate the County's emergency operations plans with the National Capital Region emergency operations procedures for responding to and recovering from major emergency events and disasters; develop a NIMS compliance training plan to ensure that all specifically designated personnel are trained to the NIMS standards as appropriate for their response level; and review/update the baseline NIMS assessment (NIMCAST).

CHRISTOPHER WALKER CEM

Contract Manager

Mr. Walker is a senior program commodity manager for major emergency and contingency power contracts supporting the U.S. Army Corps of Engineers (USACE), FEMA, and other clients. He is also responsible for improving, as well as safely and reliably implementing, energy technologies to ensure the Louis Berger Team's solutions are sustainable and efficient. Mr. Walker has more than 27 years of experience in military operations and emergency management. Earlier in his career he was an enlisted member of the U.S. Air Force where he served as a World-Wide Airborne Command Post electronics technician for the EC-135 and E4B (Looking Glass) aircraft. Following active duty service, he served as a satellite communications network technician for the North Carolina Air National Guard. In 1991, Mr. Walker was commissioned as an officer in the Louisiana Air National Guard and, until retirement in June of 2006, performed duties as an F-15 maintenance officer, communications officer, operations, and logistics sections chief leading several deployments into active theatres of operations. As a guardsman, Mr. Walker also served as an emergency management liaison for the State of Louisiana's Office of Homeland Security and Emergency Preparedness (LOHSEP). Following Hurricane Katrina, Mr. Walker was credited with writing and implementing the state's first commodity distribution program, which is still in use in Louisiana and other states today. Mr. Walker also has extensive knowledge and use of emergency operations center (EOC) applications.

FIRM

Louis Berger

EDUCATION

MS, Emergency Management
BS, Business Administration

REGISTRATIONS/ CERTIFICATIONS

Certified Emergency Manager

TRAINING

ICS100, ICS200,
ICS300, ICS400, ICS500,
ICS547, ICS700, ICS775,
ICS800B, ICS805,
ICS807, ICS814
IMT Class 337-All Hazards, Operations Section Chief Course

YEARS EXPERIENCE 26
YEARS WITH FIRM 1

Relevant Project/Work Experience

USACE ACI Emergency Power Deployment, Typhoon Soudelor-Northern Mariana Islands. Incident Commander. Responsible for Louis Berger's USACE tasked mission to coordinate the mobilization electricians, mechanics, operators, fueling technicians, supervisory staff, and equipment consisting of; lowboys, flatbeds, semi's, forklifts, cranes, fueling assets, servicing trucks, and very small aperture devices (VSAT), satellite phones, and voice over IP (VoIP) devices to execute and sustain operations for 62-day mission. The Louis Berger team of 47 personnel performed emergency power operations (prepping, hauling, installing, maintaining, servicing, fueling, de-installing, and return to storage (RTS) on 94 FEMA generators

dispersed throughout Saipan, issuance and completion of over 200 USACE work orders related to repairs, materials for maintenance and servicing, and over 250 instances of 240-Hour generator servicing. This mission also included his coordination and management of sourcing emergency generators with associated conus to oconus transportation.

New York City Office of Emergency Management, Super Storm Sandy.

Incident Commander. Orchestrated all emergency response related services including; operations, planning, logistics, and administration sections for the emergency response efforts New York City. This included, the provisioning of numerous resources at our logistical staging area including, transportation,

hauling, material handling equipment (MHE), field support personnel and equipment, 24/7 generator and various equipment maintenance, and fueling operations. Responsible for the accountability of all provided resources throughout affected area via GPS tracking devices. Also served as a resource advisor and provider in the fulfillment of resource request for New York City's unified command Pump and Power Task Force.

Stolthaven Chemical Spill, Braithwaite, Louisiana. Incident Commander. Hurricane Isaac caused significant damage to the Stolthaven Chemical Facility including damage to a large number of rail cars containing hazardous materials. The storm knocked chemical storage tanks off of their foundations, and caused the facility to lose power for several days. Coordinated response efforts with the Louisiana State Police and the United States Coast Guard. In addition to supervision of more than 300 spill response personnel, utilized a full ensemble of Incident Command staff consisting of Operations, Planning, Logistics, as well as Administration & Finance for daily operations including daily Incident Action Plans with all associated ICS forms for tracking, accountability, and documentation.

New Orleans Office of Homeland Security and Emergency Preparedness, New Orleans, Louisiana. Chief of Operations. Orchestrated multi-departmental action teams for the design and implementation of the city's first unified command structure. Developed policies, procedures, and validated positions with responsibilities to be implemented in the event of any "all-hazard" type of event. Revamped the organization's defunct situational response software, WebEOC, incorporating newly designed significant event, resource ordering and tracking boards. Solidification of city-wide support was accomplished through presentation and training on the concepts and strategies of our unified command structure via flow charting based information, designed specifically for role

assignments and responsibilities of each agency and/or support annex. Utilizing countdown management software, developed EOC staff activation checklist for City Assisted Evacuation Plan (CAEP).

Situational Response and Awareness for Gulf Coast Sales, National Center for Crisis and Continuity Coordination (NC4), Dallas, Texas. Director. Developed and maintained E-Team situational response software processes for the Dallas, Texas Urban Area Security Initiative (UASI), consisting of 243 area jurisdictions to be utilized during Emergency Operations Center (EOC) activations. Created region-specific presentations and demonstration of E-Team application designed around customers' unique CONOPS and organizational needs. Trained staff on product knowledge and functional use of E-Team application; assessed their respective regions' needs and assisted in development of a sales strategy for these regions. Developed and organized sales conferences for sharing of best practices, current application issues, and market trends.

Louisiana's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). Deputy Chief of Operations. Coordinated state and federal resources and developed, organized, and implemented Louisiana's first coordinated emergency commodity distribution plan. Maintained, managed and operated the State EOC. Maintained and updated all GOHSEP standard operating procedures (SOPs), emergency operations plans (EOPs), and supplemental documents. Reviewed and provided guidance for all parish EOPs. Prepared for and participated in all GOHSEP emergency exercises, including full-scale, functional, and tabletop exercises.

JUSTIN MCDANIEL

Branch Manager for Operations, Charlotte, NC

Mr. McDaniel has more than 13 years of experience with Sunbelt Rentals, Inc. As the branch manager for the Pump & Power Division at Sunbelt's Charlotte, North Carolina operations office, he is responsible for approximately 18 million in fleet, including 27 employees, and a territory that covers parts of North and South Carolina.

FIRM

Sunbelt Rentals, Inc.

EDUCATION

BS, Business
Administration

REGISTRATIONS/ CERTIFICATIONS

Fork Lift Certified

YEARS EXPERIENCE 13

YEARS WITH FIRM 13

Relevant Project/Work Experience

Panama City Beach Seafood, Wine & Music Festival (Previously The Indian Summer Seafood Festival), Panama City Beach, Florida. This event is one of the largest and most attended festivals in the southeast United States. Mr. McDaniel handled not only the power for the food and merchandise vendors, but also provided power for sound and lights to the stages of artists such as John Michael Montgomery and Little Texas. Sunbelt has powered this event for the last four years.

Destin Seafood Festival, Destin, Florida. This past event, held in October, was attended by an estimated 30,000 visitors and locals alongside Destin's docks to enjoy fresh local seafood, live entertainment, arts and crafts booths, children's activities, and more. Mr. McDaniel has handled all the power needs for this event for the last four years.

Thunder Beach Motorcycle Rally, Panama City Beach, Florida. This event is held twice a year (spring and fall); Mr. McDaniel was responsible for providing power for the last three years. This event is one of the fastest growing motorcycle rallies in the southeast and is held at four separate venues along the beach front. Each venue has food and merchandise vendor and also live entertainment for which we provided power to all.

Bama Jam, Enterprise, Alabama. This event was held on a 700 acre hay field and we were involved in the planning process from the beginning to the end. The final tally of visitors for the weekend event reached an estimated 218,000 strong. Being in a large field there was no utility at all so we came in with generators and powered the entire venue. Also included in this setup were two large stages and two smaller stages which artists such as Hank Williams Jr. and Lynyrd Skynyrd performed on.

Hurricane Katrina and Hurricane Ike Response Efforts, Various Locations.

Mr. McDaniel managed the location responsible for all hurricane relief efforts in the affected areas. Sunbelt handled sizing, logistics, set up, tear down and field service for all customers.

Federal Emergency Management Agency (FEMA) Response Camp,

Vancleve, Mississippi. Responsible for a FEMA camp set up during Katrina for relief efforts. The camp consisted of two large tents, each approx the size of two football fields. Sunbelt brought in large chillers and temp power for each tent for the duration of the relief efforts.

AARON REEDER

Regional Project Manager - Southeast

With more than 20 years experience in the equipment industry. Mr. Reeder has filled a number of different roles. For the past eight years, he has worked for Sunbelt Rentals as a service manager for one of the largest pump and power stores in the company. His current position with Sunbelt Rentals is regional project manager, where he travel across the southeast region managing large power distribution, temporary pump, remediation and climate control projects.

FIRM

Sunbelt Rentals, Inc.

EDUCATION

High School Diploma

REGISTRATIONS/ CERTIFICATIONS

Certified Fork Lift
Operator
Certified AWP Operator
Certified Cummins
Inpower

YEARS EXPERIENCE 20
YEARS WITH FIRM 8

Relevant Project/Work Experience

Lake Dewatering Services, New England. Fusion Technician. Mr. Reeder setup more than 10,000 feet of HDPE pipe and six 12 inch trash pumps for dewatering lake to extract unexploded ordinances.

NDT, General Motors Research and Development (R&D) Plant, Detroit, Michigan. Project Manager. Mr. Reeder set up and maintained temporary power distribution in 10 miles of underground tunnels as well as multiple buildings on campus.

RSA Tower, Montgomery, Alabama. Project Manager. Mr. Reeder setup temporary power to all 23 floors of the building, including a 400Amps power supply to each floor. Project was completed in three days.

Flood Relief Services, Columbia South Carolina. Project Manager. Mr. Reeder set-up multiple temporary power distribution and remediation jobs. He also set-up temporary water bypass to feed water from river to water treatment plant.

Appendix B
Alternate Pricing Proposal



ATTACHMENT C-1:PRICING-EMERGENCY RATES

Cost Proposal

NOTICE: Generators shall be billed from time of unit dispatch to the time the vendor is notified the equipment is ready for pick up. From time of dispatch to a full three days, the generator(s) shall be billed at the daily rate. Between 4 and 7 days, the State will be billed at the weekly rate. After two (2) weeks of rental, the vendor will negotiate with the State whether a weekly or monthly rate will be billed.

a. Generators (all types, sizes, and outputs):

GENERATOR SIZE	DAILY	WEEKLY	MONTHLY
	Emergency Rates: UNLIMITED run time		
5kw – 15kw	\$ No Bid	\$ No Bid	\$No Bid
16kw – 29.9kw	\$ 365.00	\$ 974.00	\$ 2510.00
30kw – 59kw	\$ 594.00	\$ 1499.00	\$ 4290.00
60kw – 74kw	\$ No Bid	\$ No Bid	\$No Bid
75kw – 99kw	\$ No Bid	\$ No Bid	\$No Bid
100kw – 120kw	\$ 892.00	\$ 2023.00	\$ 5684.00
121kw – 150kw	\$ 914.00	\$ 2075.00	\$ 5829.00
151kw – 175kw	\$ 1086.00	\$ 2884.00	\$ 8168.00
200kw – 300kw	\$ 1306.00	\$ 3382.00	\$ 9696.00
301kw – 450kw	\$ 1714.00	\$ 4162.00	\$ 10373.00
451kw – 500kw	\$ 2646.00	\$ 6199.00	\$ 17575.00
501kw – 750kw	\$ 2266.00	\$ 5224.00	\$ 15675.00
751kw – 1mw	\$ 4639.00	\$ 9738.00	\$ 31775.00
1.1mw +	The vendor shall add separate lines for each size available to the State greater than 1 megawatt. Continue on a separate piece of paper if needed, and annotate such.		

RFP Number: [19-013357-PJW]

Vendor: Louis Berger, Inc.

GENERATOR SIZE	DAILY	WEEKLY	MONTHLY
	Emergency Rates: UNLIMITED run time		
1.5mw	\$ 5815.00	\$ 16842.00	\$ 52333.00
2mw	\$ 9100.00	\$ 26362.00	\$ 81913.00

b. Connections and Accessories

CABLES AND ACCESSORIES (List cable sizes and their prices in cost per foot in the daily column. List grounding rods as a single unit in the daily column. List any fuel tanks/bladders by capability and provide extended daily, weekly and monthly rental costs.)	DAILY	WEEKLY	MONTHLY
Power Cable (per 50ft.)	\$ 22.00	\$ 50.00	\$ 125.00
Grounding Cable- included with order	\$ N/C	\$ N/C	\$ N/C
Grounding Rod- included with order	\$ N/C	\$ N/C	\$ N/C
External Fuel Tank/ Bladder (500 gal.)	\$ 278.00	\$ 824.00	\$ 2364.00
External Fuel Tank/ Bladder (1000 gal.)	\$ 406.00	\$ 1438.00	\$ 4206.00
External Fuel Tank/ Bladder (2300) gal.	\$ 510.00	\$ 1578.00	\$ 5501.00

RFP Number: **[19-013357-PJW]**

Vendor: Louis Berger, Inc.

CABLES AND ACCESSORIES (List cable sizes and their prices in cost per foot in the daily column. List grounding rods as a single unit in the daily column. List any fuel tanks/bladders by capability and provide extended daily, weekly and monthly rental costs.)	DAILY	WEEKLY	MONTHLY
Pigtails (Male/Female) ea.	\$ 8.00	\$ 23.00	\$ 68.00
	\$	\$	\$
	\$	\$	\$

c. Electricians

		Emergency Rates		
Licensed Electrician	Regular Labor/Hr	\$ 97.50/hr.	Overtime Labor/Hr	\$ 146.25/hr.

d. Technicians

		Emergency Rates		
On-Site Technician	Regular Labor/Hr	\$ 127.50/hr.	Overtime Labor/Hr	\$ 187.50/hr.
Per Diem Rate for Each On-Site Technician		\$ TBD - in Accordance with GSA/CONUS Rates for the State of North Carolina		

e. Transportation

Flat Transportation Fee for Delivery and Pick Up	\$ 1450.00		
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f. Environmental Fees

Flat Environmental Fee (Per Order/Transaction and not per Generator)	\$ 375.00		
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