

# REQUEST FOR PROPOSAL

NCALHD Region 7 Public Health Cost of Services Study



Date Issued: July 07, 2023

Questions Due: July 12, 2023, 4:45 pm

Proposals Due: July 24, 2023 4:00 pm

RFP: 729-23ARPA621-06

## 1. OVERVIEW AND BACKGROUND

The North Carolina Division of Public Health (DPH) received COVID-19 PH Workforce Grant funding from the Centers for Disease Control and Prevention (CDC) to establish, expand, train, and sustain the state, tribal, local, or territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives. As part of this initiative, DPH made available funds for the ten regions identified by the North Carolina Association of Local Health Directors (NCALHD) to recruit, hire, and train personnel to fill critical gaps in its Public Health Infrastructure Foundational Capabilities (FPHC)—the suite of skills, programs, and activities that must be available in state and local health departments everywhere for the health system to work anywhere.

NCALHD Region 7 is comprised of seven Local Health Departments (LHDs) in north-central North Carolina. Participating counties include Franklin, Granville, Johnston, Nash, Vance, Wake, Warren and Wilson. The Lead LHD for Region 7 is the Granville-Vance District Health Department (“GVDHD”), a district LHD which serves both Vance and Granville counties.

Region 7 will procure by competitive proposal a qualified firm (the “firm”) to conduct a Public Health Cost of Services Study with an overarching goal of assessing Region 7 LHDs’ current capacity for providing FPHC and state mandated and funded services, as well as the costs to deliver public health programs and identify any gaps. Region 7 will utilize the study to determine what would be needed for full FPHC implementation systemwide and to make the case to policymakers and other invested parties the need to invest in public health and communities.

## 2. PROJECT OVERVIEW

LHDs are responsible for protecting their communities’ health but are often constrained by outdated infrastructure and unclear understanding of their role and value. Public health funding for infrastructure and programs has declined while the need for public health services has grown. The result is underfunded governmental health departments, with outdated and crumbling infrastructures, straining to deliver services to communities. Recognizing these challenges, Region 7 LHDs are modernizing their systems as they work to improve population health.

To increase both capacity and efficacy of services across public health systems, LHDs must assess their current capacity and costs to deliver programs and identify gaps in systems, services and/or manpower. There are several frameworks that can be used to quantify the resources and manpower necessary to meet future public health challenges. One possible framework for modernization is the adoption and implementation of the FPHC to inform systems change and transformation. The FPHC are defined as a “minimum package of services” that must be available in health departments everywhere for the health system to work anywhere. The assessment also can be framed around those state-mandated and allocated services that each LHD is expected to provide to their communities.

Regardless of the framework used, a key outcome is to assess the current capacity and coverage of LHDs’ ability to deliver services using data from each health department. The assessment estimates the gap between current investments and capacity and what would be needed for full implementation of public health services. In fact, several cost-of-service studies have been conducted at the state level. Some examples include:

1. *Costing the FPHC in Ohio Analysis for FY 2019 Final Report, September 2021.* <https://www.ohiopublichealth.org/files/uqg/7ddb5f7bcc1c3b6a446f2bdfda6c051c78b99.pdf>
2. *Washington State Public Health Transformation Assessment Report for State and Local Public Agencies, September 2018.* <https://wsalpho.box.com/s/j5d2xon6w25oj31q0gwr1qy6xqn2io4o>
3. *State of Oregon Public Health Modernization Assessment Report, June 2016.* <https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationReportwithAppendices.pdf>
4. Mays, Glen P. *Estimating the Costs of Foundational Public Health Capabilities: A Recommended Methodology* (2014) [https://works.bepress.com/glen\\_mays/128/](https://works.bepress.com/glen_mays/128/)

GVDHD, on behalf of Region 7, invites qualified firms to provide proposals towards a **Public Health Cost of Services Study** that would use or refine existing methodologies to quantify the resources and manpower needed to provide essential public health services at the LHD and regional level, including:

**a. Cost of services**

- Cost of Providing Foundational Public Health Capabilities, including:
  - Assessment & Surveillance
  - Community Partnership Development
  - Equity
  - Organizational Competencies
  - Policy Development and Support
  - Accountability & Performance Management
  - Emergency Preparedness & Response
  - Communications
- Cost of Providing NC Performed Public Health Programs, including:
  - Food, lodging & institutional sanitation
  - Individual on-site water supply
  - Sanitary sewage collection, treatment & disposal
  - Communicable disease control
  - Vital records registration
  - Health Education & Promotion
  - Community Health Assessment
- Cost of Providing NC Assured Public Health Services, including:
  - Care management
  - Dental public health
  - HIV / STD
  - WIC (Women, Infants & Children)
  - Family planning
  - Public health laboratory
  - Preparedness and Response
- Cost of Providing appropriate staffing for services in a local health department

**b. Staffing Resources**

- Refinement of staffing ratio tool of necessary public health positions per population for Region 7 LHDs
- Development of staffing ratio tool of necessary public health positions per foundational capability, mandated Public Health program and legislated Public Health service for Region 7 LHDs
- Staffing metric of Region 7 LHD workforce needs (including county population growth projections)

The final report would include an explanation of local and regional LHD costs of providing foundational capabilities as well as performed and assured public health services. The final report would also include a discussion of necessary public health positions per capita for Region 7 LHDs, for both current county populations as well as projected county populations.

**5. SCOPE OF WORK**

GVDHD has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposal and will be supplied to all prospective contractors and posted on the GVDHD website. GVDHD may negotiate and refine the final Scope of Work with the selected contractor. GVDHD reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award.

**a. Cost of services**

- Using the methodology of Mamaril et al., and others as a basis, determine the Per-capita Cost of Providing Foundational Public Health Capabilities across Region 7 LHDs
- Using and/or modifying existing methodologies in peer-review literature, develop a method to determine the Per-capita Cost of Providing NC Performed Public Health Programs
- Using and/or modifying existing methodologies in peer-review literature, develop a method to determine the Per-capita Cost of Providing NC Assured Public Health Services
- Using and/or modifying existing methodologies in peer-review literature, develop a method to determine the Per-capita Cost of Providing appropriate staffing for each LHD.
- Attend meetings, if requested, throughout the process with designated staff to explain the methodology, results and recommendations.
- Prepare a report detailing the methodology, cost-of-service metrics results and implications for provision of current and future services across the Region 7.

**b. Staffing metrics**

- Using the Public Health National Center for Innovations (PHNCI) Public Health Workforce Calculator as a basis, determine a staffing ratio tool of necessary public health positions per capita for Region 7 LHDs
- Develop a staffing ratio tool of necessary public health positions per foundational capability, mandated Public Health program and legislated Public Health service for Region 7 LHDs
- Develop a staffing metric of Region 7 LHD workforce needs (including county population growth projections).

- Attend meetings, if requested, throughout the process with designated staff to explain the methodology, results and recommendations.
- Prepare a report detailing the methodology, cost-of-service metrics results and implications for provision of current and future services across the Region 7.

**6. PROPOSED SCHEDULE**

Advertisement of Request for Proposals	July 07, 2023
Deadline for submission of questions	July 12, 2023
Answers provided to questions	July 14, 2023
Deadline for submission of proposals	July 24, 2023
Review of submitted Proposals	July 26 – July 29, 2023
Award of Contract to selected firm	August 01, 2023
Completion of work	May 31, 2024

**7. EVALUATION CRITERIA**

To be considered for this project the firm must meet the minimum requirements set forth below. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders. Proposals should include, at minimum, the following:

**A. Firm Information**

- Include information about the firm’s size, history, office locations, and service offerings.
- Include number of years the firm has been in business as a consultant.
- Include number of years the firm has been in business under its present business name.
- Include listing of firm technical and financial resources applicable to the services sought in this RFP.
- Include listing of any sanctions imposed on the firm by governmental entities, if any.
- List the point of contact and contact information.

**B. Project Approach**

- Provide a description for each study area, detailing methodology, needed data sources, data analysis and anticipated delineation of results.
- Provide a probable timeline for development, and completion of each of the four study areas meeting an overall completion date of May 31, 2024.

**C. Experience**

- Provide summaries of projects completed for local health departments, especially work with Region 7 LHDs.
- Provide a sample of past work similar to the proposed Public Health Cost of Services Study and include the following:
  - Name, location and brief description of the project

- Name, address and telephone number of the Project Owner (indicate contact person)
- Copy/link to any published report or peer-reviewed literature associated with the project
- Whether such work was provided for public or private institutions

**D. Key Personnel Resumes**

- Demonstrate qualifications of your key staff.
- Provide a proposed project organization chart and resumes of key individuals included in your team.
- Indicate what elements of the work your firm intends to self-perform or subcontract.
- Indicate what team members would be assigned to the proposed Analysis.

**E. Cost Information**

- Provide a rate schedule for staff anticipated to work on each of the four study areas.
- Provide an anticipated budget for each of the four study areas.

**8. QUESTIONS**

Only written questions will be considered. All questions will be answered in the form of an addendum to the RFP. E-mail messages will be treated as written questions. Deadline for Written Questions and Clarifications on RFP is July 12, 2023 at 5 pm. Submit questions by one of the following:

- By Mail: PO Box 367, Oxford, NC 27565, Reference RFP 729-23ARPA621-06
- By Email: [jperalta@gvph.org](mailto:jperalta@gvph.org), Reference RFP 729-23ARPA621-06

Answers to questions received will be posted by July 14, 2023 as a PDF file at the GVDHD website: <https://www.gvph.org/>

**9. EVALUATION AND SELECTION PROCESS**

Proposals will be evaluated and ranked by a panel of representatives from Region 7 LHDs, in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. The maximum interview/demonstration points a Proposer can receive is three (3) points. If deemed necessary, the Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

RfP Scoring Matrix			
Criterion	Weight (a)	Score (b) (0-3)	Weighted Score (a) x (b)
<b>Corporate Background and Experience (total)</b>	30		
1. Demonstrated competency/experience,	15		
2. Past completed projects	15		
<b>Project Approach (total)</b>	50		
a. Cost of services	25		
b. Staffing metrics	25		
<b>Proposed Cost</b>	20		
Total Score (without Interview)			
Interview Score (if applicable)			
Final Score ((with Interview)			
Scoring: 0 – Missing or Does Not Meet Expectation 1 – Partially Meets Expectation 2 – Meets Expectation 3 – Exceeds Expectation			
<b>Cost Formula:</b> The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:			
$1 - (B - A) / B \times C = D$			
A—the lowest Proposer’s cost. B—the Proposer’s cost being scored. C—the maximum number of cost points available. D—Proposer’s cost score (points).			

**10. COSTS INCURRED BY SUBMISSION**

The submitting firm will be responsible for all costs associated with the submission of their respective Proposals. GVDHD will not be responsible for the reimbursement of any costs associated with this submission.

**11. PROPOSAL SUBMISSION**

Proposal packages should be prepared simply and economically and emailed as a single PDF document or bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and Dividers do not count in the 50-page total.

All interested and qualified firms are requested to submit their Proposals no later than 4:00PM on July 24, 2023. Submissions received after that date will be disqualified from consideration. Digital files larger than 20MB cannot be accepted by email. Flash drives will not be accepted. Proposals should be sent to:

- By Mail: PO Box 367, Oxford, NC 27565, Reference RFP 729-22ARPA61-02
- By Email: [jperalta@gvph.org](mailto:jperalta@gvph.org), Reference RFP 729-22ARPA61-02

## 12. GENERAL CONSIDERATIONS

### CONTACT ONLY WITH DESIGNATED PARTY

After the date and time established for receipt of proposals by GVDHD, any contact initiated by any firm with any Health Department representatives, other than Jesus Peralta with the GVDHD, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this proposal process.

### ADHERENCE TO HHS UNIFORM ADMINISTRATIVE REQUIREMENTS

All parties (including subconsultants) must maintain compliance with the following throughout the procurement and contracting process:

- [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – Procurement Standards \(45 CFR Part 75\)](#)
- [Appendix II to Part 75 – Contract Provisions for Non-Federal Entity Contacts Under Federal Awards](#)

### NON-COLLUSION AFFIDAVIT

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

### CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 45 C.F.R. 75.327(c)(1) applicable to HHS awards for all projects funded in part or whole with federal assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of GVDHD may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to Health Department personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of GVDHD contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of GVDHD are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.



### ADDENDA/CHANGES

Any additions, deletions, modifications or changes made to this RFP shall be processed through the GVDHD Finance Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of a contract resulting from this RFP.

### PROPRIETARY INFORMATION

All Proposals received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFP while attempting to maximize the availability of information to the public.

### MINORITY BUSINESSES

GVDHD encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Proposals.

### AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a Contract nor are any provisions contained herein to be binding of GVDHD.

Award shall be made to the responsible firm submitting the Proposal determined to be the most advantageous to GVDHD, taking into consideration the evaluation factors set forth in the RFP. GVDHD wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFP.

A notice of contract award is anticipated on/by August 01, 2023. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

### CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with GVDHD. A sample contract shall be provided by the firm at the time of submission of the Proposal, which shall be in compliance with the requirements set out in this RFP.

### SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall provide to the Finance Director a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of GVDHD.

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time GVDHD determines that any subcontractor is incompetent or undesirable, GVDHD shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and GVDHD.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with GVDHD are incorporated into all subcontracts.

### INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and GVDHD, to include general liability insurance coverage, professional liability (E&O), automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect GVDHD, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above. All insurance companies must be authorized to do business in North Carolina.

Terms and Limits should be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

Commercial General Liability – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00 in the aggregate (defense cost shall be in excess of the limit of liability).

Professional Liability (E&O) – Professional Liability Coverage, on a Comprehensive Broad Form on an 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).

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 \$1,000,000.00 bodily injury and property damage; \$500,000.00 uninsured/under-insured motorist; and \$100,000.00 medical payment.

Worker's Compensation (when applicable) – The Contractor or 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 \$1,000,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming GVDHD as an additional insured within 10 days of notice of contract award. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the GVDHD Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

#### INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless GVDHD for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of GVDHD. It is the intent of this section to require Contractor to indemnify GVDHD to the extent permitted under North Carolina law.

#### VENUE FOR LEGAL ACTIONS

By responding to this RFP, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFP process or resulting contract shall be brought in the locale of the GVDHD.

#### AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. GVDHD's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

#### NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict GVDHD from acquiring similar, equal, or like goods and/or services from other sources.

#### NON-DISCRIMINATION

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

### INTELLECTUAL PROPERTY

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under the contract shall be the property of GVDHD. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the firm's performance of services under a contract resulting from this RFP shall vest in GVDHD. Works of authorship and contributions to works of authorship created by the firm's performance of services under a contract resulting from this RFP are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. § 201.

In responding to this RFP, if applicable, all parties shall comply with the requirements of 37 C.F.R. Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

### 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 by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under a contract resulting from this RFP, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the contract resulting from this RFP must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under a contract resulting from this RFP by this provision.

### PROFESSIONAL STANDARDS

Firm personnel shall use a degree of professional care, competence, and skill that other competent personnel performing the same or similar tasks would use working in the same or similar geographic area. With GVDHD's prior written permission, if the firm subcontracts any of the work to be performed under the terms of the contract, the firm shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence, and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.

### CANCELLATION

GVDHD may terminate the contract at any time by providing written notice to the firm. The firm shall cease performance immediately upon receipt of such notice. In the event of early termination, the firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to GVDHD. Notwithstanding the foregoing, in no event will the total amount due to The Firm under this section exceed the total amount due The Firm under a contract resulting from this RFP.

E-VERIFY

It is understood that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. § 64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION

The firm certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C. Gen. Stat. § 147-86.59, The firm shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION

The firm certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81.

NO LIENS

The firm shall promptly pay all invoices for labor performed by any of its subcontractors, if any, and for materials provided in the construction of the improvements upon GVDHD's property, if any, and shall keep GVDHD's property free of any liens or claims of lien at all times, to the extent applicable to any services provided under a contract resulting from this RFP.

MISCELLANEOUS

The firm shall be responsible for the proper custody and care of any property furnished or purchased by GVDHD for use in connection with the performance of a contract resulting from this RFP and will reimburse GVDHD for the replacement value of its loss or damage. The firm 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. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. The firm represents that it has, or will secure at its own expense, all personnel required in performing the services under a contract resulting from this RFP. Such employees shall not be employees of or have any individual contractual relationship with GVDHD. In participating in this RFP process, if applicable, all parties must comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal agency and the regional office of the Environmental Protection Agency.

In participating in this RFP process, if applicable, all parties certify they are not listed on the government wide exclusions in the System for Award Management, in accordance with OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235).

In participating in this RFP process, if applicable, all parties must comply with the requirements and prohibitions set out in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

In participating in this RFP process, if applicable, all parties must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

In participating in this RFP process, if applicable, all parties must comply with the requirements set out in 2 C.F.R. 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment."

In participating in this RFP process, if applicable, all parties must comply with the requirements set out in 2 C.F.R. 200.322 "Domestic preferences for procurements."

-END-

**NON-COLLUSION AFFIDAVIT**

*A completed, signed, and notarized form shall be submitted with the RFP.*

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

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 collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: \_\_\_\_\_

BIDDER/RESPONDING REPRESENTATIVE: \_\_\_\_\_

Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

NOTARY-

\_\_\_\_\_ State \_\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

(Official Seal)