

North Carolina Community College System FEMA Disaster Recovery Assistance

Hagerty Consulting, Inc.

Request for Quote 50-2425019

Due November 25, 2024 at 2:00PM EST

PREPARED BY:

Hagerty Consulting, Inc.
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454

CONTACT:

Katie Freeman
Director of Operations
katie.freeman@hagertyconsulting.com
847-492-8454 x119



HAGERTY

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a. Cover Letter



November 25, 2024

Grant F. Braley

Director of Procurement & Auxiliary Services

via e-procurement

Subject: North Carolina Community College System Request for Quote #: 50-2425019

Dear Grant Braley,

Hagerty Consulting, Inc. (Hagerty) is honored to submit our quote to the North Carolina Community College System to provide recovery support associated with Hurricane Helene.

Our experience with North Carolina Emergency Management (NCEM) and the University of North Carolina (UNC) System on Helene recovery provides a unique understanding of the landscape of the North Carolina Community College Systems (NCCCS) needs and critical considerations. Hagerty stands ready to support NCCCS with qualified personnel who can support you as you pursue recovery funding across five colleges.

Via the submission of this quote, I affirm that Hagerty (1) has read the request for quote (RFQ) in its entirety, including all links; (2) will perform in accordance with the scope of work, requirements, and specifications contained herein; and (3) will comply with all instructions, terms and conditions, and attachments.

Hagerty greatly appreciates the consideration of NCCCS, and we look forward to serving as your partner in recovery. Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Katie Freeman

Director of Operations, Hagerty Consulting, Inc.

1618 Orrington Avenue, Suite 201, Evanston, IL 60201

katie.freeman@hagertyconsulting.com

Office: 847-492-8454 x119 | Mobile: 510-851-2664

CHICAGO

1618 ORRINGTON AVE, SUITE 201
EVANSTON, IL 60201
847-492-8454

c. Completed and Signed Versions of Execution Pages and RFP Body



STATE OF NORTH CAROLINA

North Carolina Community College System (NCCCS)

Request for Quote #: 50-2425019

Hagerty FEMA Disaster Recovery Assistance

Date of Issue: November, 18, 2024

Quote Due Date: 2:00 PM EST, November 25, 2024

Direct all inquiries concerning this RFQ to:

Grant F. Braley

Director of Procurement & Auxiliary Services

Phone: (919) 807-7199

Email: braleyg@ncccommunitycolleges.edu



STATE OF NORTH CAROLINA

Request for Quote

50-2425019

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

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

Hagerty Consulting, Inc.

Vendor Name

340278

Vendor eVP#

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

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

STATE OF NORTH CAROLINA

North Carolina Community College System (NCCCS)

Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.4 for details	Request for Quote #: 50-2425019
	Quotes will be opened: 2:00 PM EST, November 25, 2024
Using Agency: NCCCS	Commodity No. and Description: 801221 - Administrative Law Service
Requisition No.: N/A	

EXECUTION

In compliance with this Request for Quote (RFQ), 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 quote, at the prices set opposite each item within the time specified herein.

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

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

Furthermore, by executing this quote, 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 RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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


By executing this quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

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

COMPLETE/FORMAL NAME OF VENDOR: Hagerty Consulting, Inc.		
STREET ADDRESS: 1618 Orrington Avenue, Suite 201	P.O. BOX:	ZIP: 60201
CITY & STATE & ZIP: Evanston, IL 60201	TELEPHONE NUMBER: 847-492-8454	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Katie Freeman, Director of Operations		FAX NUMBER: 847-859-1710
VENDOR'S AUTHORIZED SIGNATURE*:	DATE: 11/25/24	EMAIL: katie.freeman@hagertyconsulting.com

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

		
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Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

VALIDITY PERIOD

Offer shall be valid for at 180 days from date of quote opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTES

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

12/2/2024

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

DocuSigned by:

Dr. Jeff Cox, President

265D813B0091426...

(Authorized Representative of NCCCS)

The attached certification, by _____.

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

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1.0 PURPOSE AND BACKGROUND

WHEREAS, North Carolina Governor Roy Cooper declared a State of Emergency on September 25, 2024, in response to Tropical Storm Helene (EO 315); and

WHEREAS, a Major Disaster Declaration was issued for the State of North Carolina on September 28, 2024, in response to Tropical Storm Helene (DR-4827-NC), with an incident period beginning on September 25, 2024, and continuing; and

WHEREAS, thirty-nine counties in the State of North Carolina are currently declared for either FEMA Individual Assistance, FEMA Public Assistance, or both; and

WHEREAS, the North Carolina Community College System's institutions are either located in declared counties and suffered damage and costs as a direct result of the disaster, provided mutual aid to impacted institutions, or were otherwise negatively affected by Tropical Storm Helene; and

WHEREAS, the North Carolina Community College System has mobilized an immediate response to the disaster and requires the services of Contractor on an immediate and emergency basis to expedite recovery from the disaster to resume its educational mission and contribute to the economic recovery of the impacted regions; and

WHEREAS, 2 C.F. R. § 200.317 requires state entities to follow the same policies and procedures used for procurements with non-Federal funds; and

WHEREAS, North Carolina law authorizes state agencies to engage in a noncompetitive procurement in the case of an "emergency situation" or "pressing need" pursuant to North Carolina General Statute § 143-57 and 01 NCAC 05A.0112; and

WHEREAS, the North Carolina Community College System has determined that, as provided for under state law, a noncompetitive procurement of this Contract is justified under the emergency and pressing need exceptions to state competitive procurement requirements due to the unforeseen circumstances of Tropical Storm Helene's devastation in the western region of the State, the need for immediate recovery expert support which exceeds internal capacity and has resulted in an unanticipated volume of work, and the further exacerbation of harm in delaying the North Carolina Community College System's ability to resume its educational mission and contribute to the economic recovery of the impacted regions.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of 270 days, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional three-month terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term. The Services performed during the initial Performance Period shall not exceed the ceiling price of \$200,000.00 ("NTE").

The North Carolina Community College System will initiate a competitive procurement to replace this Contract as soon as practicable, ideally prior to completion of the Performance Period, unless the North Carolina Community College System determines that a pressing need continues to exist under North Carolina state law such that continued procurement through noncompetitive means is warranted, in which case the Period of Performance may be extended and the NTE may be increased accordingly. Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

1.2 AFFECTED COMMUNITY COLLEGES

The North Carolina Community College System has provided a list of community colleges that are interested in the services provided. Additional community colleges may be added during the contract term through the amendment process.

- Blue Ridge Community College
- Haywood Community College
- Isothermal Community College
- Mayland Community College
- Western Piedmont Community College

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Vendor: Hagerty Consulting, Inc.

2.0 GENERAL INFORMATION

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

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <http://eprocurement.nc.gov/training/vendor-training>.

2.2 NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's quote or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.3 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	November 18, 2024
Submit Written Questions	Vendor	2:00 PM EST, November 21, 2024
Provide Response to Questions	State	4:00 PM EST, November 22, 2024
Submit Quotes	Vendor	November 25, 2024
Contract Award	State	TBD

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

2.4 QUOTE QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter "**RFQ # 50-2425019 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

2.5 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's quotes(s).

Vendor's quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

2.6 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's quote, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
- c) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- d) Vendor's Response.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.7 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quote must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Each quote must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND QUOTE EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.4 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. 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 quote, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Quote Questions Section above.

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

4.1 PRICING

Quote price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees.

The Services performed during the initial Performance Period shall not exceed the ceiling price of \$200,000.00 ("NTE"). Vendor will be reimbursed travel and other direct costs in alignment with the Federal Travel Regulation (FTR). Vendor will be paid on a time and materials contract basis with travel reimbursement based on the General Services Administration (GSA) approved per diem and lodging rates and FTR with waivers in the event that lodging cannot be found aligned with GSA-approved rates. If travel time between college campus locations is longer than 50 miles from starting point, this is billable time

Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFQ may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

4.6 PERSONNEL

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

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

4.7 VENDOR'S REPRESENTATIONS

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

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 TASKS & DELIVERABLES

Hagerty's responsibilities shall include, but are not limited to, the follow:

a. FEMA Public Assistance (PA) Services.

1. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations and statute that govern the PA program, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and the Code of Federal Regulations (CFR).
2. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs) across all categories of work. This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDD's), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).
3. Represent the College as necessary when meeting with State/Federal representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the College.
4. Participate in Exploratory Calls and Recovery Scoping meetings with the College.
5. Assist with developing Damage Inventories for applicant institutions within the 60-day regulatory timeline following the Recovery Scoping Meeting if necessary, ensuring maximum flexibility with project formulation and flexibility if additional damages are identified after the Damage Inventory deadline, and assisting in reporting additional damages to NCEM.
6. Prepare and assist in submitting reimbursement requests related to PA obligated projects, including expedited funding requests where allowable.
7. Validate applicants' small projects and prepare cost estimates for applicants' large projects.
8. Advise on applicants' eligibility for alternative or improved projects and Section 428 Program projects and manage the grant application and close-out process for such projects.
9. Provide for seeking PA funding and reimbursement through mutual aid, including but not limited to work related to the statewide mutual aid agreement.
10. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
11. Submit to the NC Division of Emergency Management requests for time extensions where needed.
12. Prepare first and second appeals, arbitration, and Prepare projects for audit and respond to audit findings as requested.
13. Prepare and submit Category Z Management Cost projects and facilitate reimbursement.
14. Provide other guidance and technical assistance related to the PA Program as requested, including educating College personnel on the federal PA Program and providing guidance on applicant and cost eligibility.

b. FEMA Hazard Mitigation Assistance (HMA) Services.

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events under the PA Program (Stafford Act Section 406) and Hazard Mitigation Grant Program (Stafford Act Section 404).

Quote Number: 50-2425019

Vendor: Hagerty Consulting, Inc.

2. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
3. Prepare grant applications for other HMA programs, as applicable.
- c. Other State and Federal Funds for Recovery and Resiliency Services.
 1. Support the analysis, application and management of federal and state funds designed to help the System operate, recover and become more resilient, including but not limited to those under the state Disaster Recovery Act of 2024 and other federal and state legislation.
- d. Overall Grants Management.
 1. Assist with end-to-end grant and program management services to include but not limited to vendor invoice review, document retention processes, reporting preparation, reimbursement request preparation, procurement and compliance services and closeout.
 2. Categorize, record, track, and file costs in support of the financial reimbursement process.
 3. Develop IT solutions that support such grants management.
 4. Perform internal controls assessment and support compliance monitoring activities.
- e. Coordination and Communication.

Hagerty's approach to the recovery process shall focus on developing effective communications and strong partnerships between the College, FEMA, and other state and federal agencies involved in the recovery effort. Hagerty shall use best efforts to resolve disputes up front to minimize deobligations, time-consuming and costly appeals, and delays in the reimbursement process with the goal of the College claiming all eligible PA costs, executing recovery projects promptly, and closing out grants in a timely and efficient manner.

To ensure execution of services and fulfillment of College needs under the Contract, Hagerty shall undertake the following:

1. Hagerty shall conduct an initial kick-off meeting with representatives of the College to provide an overview of the FEMA PA process, projected timelines for PA applications, reimbursements, and closeouts, and clear explanations of roles and responsibilities for Hagerty, College, and applicant institutions.
2. Hagerty shall conduct check-in meetings at least weekly with each applicant institution for FEMA PA or other related federal and state funds to update on status of tasks performed on the institution's behalf.
3. Hagerty shall conduct weekly check-in meetings with representative(s) of the College to update on project deliverables, status of institution FEMA PA reimbursement, other related projects, and to identify and resolve any project related issues that may have arisen over the course of the week.
4. Hagerty shall produce a weekly report including the status of deliverables, institutions FEMA PA reimbursement, resolution of emerging issues, and other items at the request of the College.
5. Hagerty shall produce a monthly project financial report that summarizes project invoices to date and projects level-of- effort and associated costs for the following month.
6. Hagerty shall be available for additional meetings with College leadership as needed upon request. The College shall provide reasonable advance notice of such meetings.

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Vendor: Hagerty Consulting, Inc.

6.0 CONTRACT ADMINISTRATION

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

6.1 CUSTOMER SERVICE

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

Customer Service Point of Contact	
Name:	Katie Freeman
Office Phone #:	847-492-8454 x119
Mobile Phone #:	510-851-2664
Email:	katie.freeman@hagertyconsulting.com

6.2 CONTINUOUS IMPROVEMENT

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

6.3 ACCEPTANCE OF WORK

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

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

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

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Vendor: Hagerty Consulting, Inc.

6.5 DISPUTE RESOLUTION

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

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

6.6 CONTRACT CHANGES

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

6.7 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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d. Addenda Acknowledgement

No addenda were released specific to this RFQ.

e. Vendor's Response

Hagerty Consulting, Inc. (Hagerty) will support the North Carolina Community College System (NCCCS) and the five institutions within the System (Blue Ridge Community College, Haywood Community College, Isothermal Community College, Mayland Community College, and Western Piedmont Community College) as you pursue recovery from the impacts of Hurricane Helene. The following provides Hagerty's approach to services as required under this solicitation, focused on support for the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and Hazard Mitigation Grant Program (HMGP).

It is important to note that Hagerty understands the NCCCS has allocated a not-to-exceed budget for this initiative. The following provides an overview of the services Hagerty can provide to the System aligned to your potential needs under the FEMA's recovery programs. Given the lack of complete information on the scale and extent of emergency costs and permanent damages suffered by the five impacted NCCCS institutions, Hagerty cannot be certain the planned scope of work can be supported satisfactorily during the period of performance with the current Not-to-Exceed budget amount. Upon activation and an initial exploratory period, Hagerty would work with NCCCS to establish appropriate budget that will allow our professionals to effectively support all of the services identified in this approach.

Project Approach: Public Assistance Program Support

For 20 years, Hagerty has been supporting recovery operations for federal, state, municipal, and tribal government clients, with specific subject matter expertise in helping our clients understand the suite of federal programs that may interact with PA and navigate comprehensive community recovery. We have supported clients across every FEMA Region – including clients in FEMA Region IV and the State of North Carolina in particular – through the grant management and recovery processes from all types of federal disaster declarations, including recovery from floods, hurricanes, and acts of terrorism.

Hagerty's approach to the recovery process focuses on developing effective communications and strong partnerships between PA applicants, recipients at the state, tribal, or territorial level, and FEMA. We believe our clients are best served by resolving disputes up front to minimize time-consuming and costly appeals. This allows our clients to claim all eligible PA costs, execute recovery projects promptly, and close out grants in a timely and efficient manner.

Logical Grouping of Projects, Site Inspections, and Essential Elements of Information Completion

It takes expertise, knowledge, tactical decision-making, and programmatic acumen to obtain all the funding that an applicant is entitled to receive. This includes coordination across multiple disaster programs, almost all of which require an application to the responsible federal agency.¹ Hagerty understands these programs

¹ There are more than 60 federal programs that provide funding to recover from disasters. Each program brings with it its own administrative requirements, and often the policies and regulations between programs do not align.

and the policies and regulatory requirements that govern cost estimating, engineering design review, project cost accounting, insurance, hazard mitigation, floodplain management, and environmental and historic preservation (EHP) requirements. All these factors must be carefully considered when grouping damages into PA projects. We will achieve success for NCCCS by developing robust and fully compliant applications to minimize ineligibility determinations and limit common issues that arise in the administration of the PA Program. Additionally, Hagerty will work with various federal and state agencies to leverage funding streams to minimize the need for local funds necessary to meet cost share requirements of the PA Program.

Hagerty has extensive experience completing the FEMA site inspection documentation and coordinating with FEMA to ensure all damages are captured. We will coordinate with the Program Delivery Manager (PDMG) to schedule site inspections for minimally damaged facilities if site inspectors are available. It is Hagerty's experience that FEMA has been overextended for quite some time and as a result, activities such as site inspections can be delayed due to the lack of available site inspectors. To solve this issue if it occurs, Hagerty has developed an **applicant-driven site inspection** process NCCCS engineers and/or licensed engineers and architects contracted with NCCCS to complete the FEMA site inspection documentation. The purpose of using County procured licensed engineers and architects separate from Hagerty is so that these costs can be captured as Category E expenses, architecture, and engineering soft costs. To complete this process, Hagerty will assess the factors of each disaster (e.g., availability of qualified site inspectors, level of damages to the NCCCS, and type of damages) to advise what strategy will result in the most efficient and expeditious recovery for NCCCS.

Simultaneously, as site inspections are occurring, Hagerty will continue to collect documentation and information from the various NCCCS departments at the impacted institutions to populate the Essential Elements of Information (EEl)s and the scope survey questions fields within Grants Portal. We have a clear understanding of how the Consolidated Resource Centers (CRCs) like to see documentation organized and the typical naming convention utilized. Hagerty will organize all documentation in this manner to expedite reviews and minimize requests for information (RFIs). We will also coordinate with both FEMA and the State to ensure all extensions requests are submitted well in advance of each project's activity completion deadline.

Navigating Eligibility and Appeals

Hagerty excels at the identification and resolution of eligibility, policy, reimbursement, and overall grant management issues related to the FEMA PA Program, and our strategic process to do so differentiates Hagerty from our competition. We are proactive and innovative, tailoring our solutions to the client's specific priorities, organizational structure, and risks. Upon award of this contract, Hagerty will:

- » Complete a risk assessment of projects, damages, and claims to identify and prioritize high-risk, high-dollar, and soon-to-be-started projects;
- » Develop resolution strategies that eliminate or reduce the risk of federal non-compliance, adverse audit findings, ineligibility determinations, and disallowance of funding; and
- » Develop a multi-tiered quality assurance/quality control review process of all projects which also accounts for issues that impact other funding sources.

Clearly outlining eligibility is essential for securing reimbursement by ensuring all work is performed and costs are incurred in accordance with statutory and program requirements. Hagerty understands the intricacies of FEMA's eligibility considerations and will use this knowledge to structure NCCCS's recovery process in a manner that minimizes the programmatic timeline while maximizing reimbursement. Support will include contract and purchasing documentation review; pre-emptive compliance audits on invoicing, payroll records, activity logs, and other cost documentation; and structuring the project scopes of work (SOW) in alignment with program requirements, terminology, and industry standards.

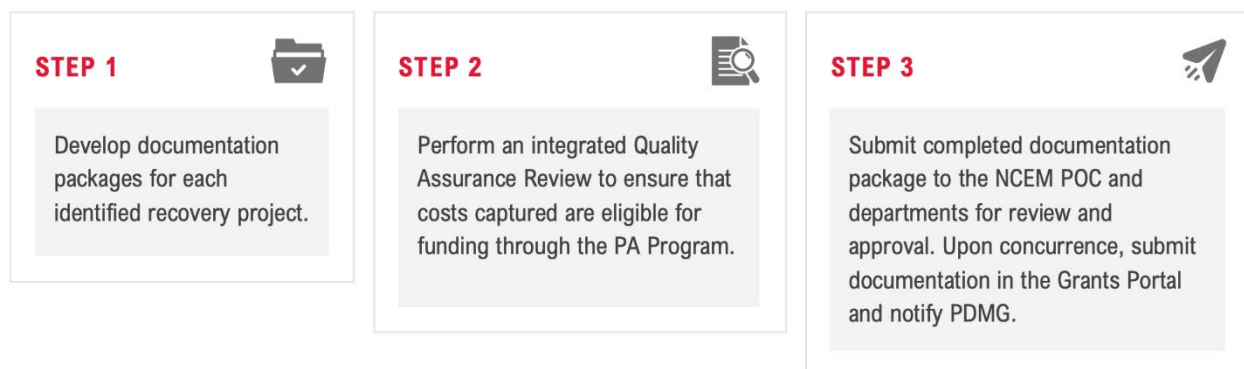
Hagerty will **always** provide an honest opinion on cost eligibility under the PA Program and will advise NCCCS against submitting costs we do not think will be determined to be eligible. Hagerty finds that the "let's see what happens" approach – submitting all costs versus only those likely to be eligible – results in more negative determinations where FEMA lumps eligible costs within their determination regarding the ineligible costs. We do not believe this is in the best interest of NCCCS and will focus our efforts to protect the NCCCS and result in the greatest potential return.

Hagerty's leading core principle is to maintain integrity in all that we do. Hagerty has on multiple occasions advised a client to not pursue an appeal on a FEMA negative determination, and request that the client not issue a task order for Hagerty to perform this work as we did not think there was a significant probability where any appeal could be successful. It is Hagerty's goal to avoid the appeal process whenever possible. We do so through **(1)** continuous communication with FEMA; **(2)** escalation of persistent issues within FEMA and State leadership; and **(3)** outlining eligibility arguments in writing clearly to the CRC Specialist assigned to the project to ensure no misunderstanding occurs when information is relayed through the PDMG.

If FEMA does issue a negative determination, Hagerty will provide NCCCS with a written assessment on the likelihood of an appeal's success. If NCCCS decides to pursue the appeal, Hagerty will mobilize Hagerty's leading Subject Matter Experts and appeal writers to develop the strongest case possible in effort to secure a full or partial reversal of FEMA's original determination. Upon submission of the appeal to the State, Hagerty will track the appeal to ensure the State submits the appeal to FEMA within the required timeframe. Hagerty will continue to track that appeal, respond to any RFIs, and regularly inquire regarding its status until formal notification is made.

Project Scoping, Cost Estimating, and Compliance Reviews

It is critical that the SOWs developed for projects are accurate, clearly written, and complete. Our multi-disciplinary team knows federal disaster recovery programs, design standards, North Carolina building code, and appropriate construction methods to support NCCCS with the development of accurate SOWs. During this process, Hagerty will review and identify opportunities for hazard mitigation under Section 406 Hazard Mitigation grants to maximize eligibility and promote resilient reconstruction. In practice, our professionals have developed 406 Hazard Mitigation proposals which, in some cases, exceeded 100 percent of the repair cost eligible through the PA Program.

Process Summary for Efficiently Developing and Closing Federal Grant Applications

Hagerty's professionals will support NCCCS to account for important considerations, including:

- » **Cost Estimation Accuracy**, which is essential when designing projects, implementing the Section 428 Public Assistance Alternative Procedures (PAAP), developing repair-versus-replace analyses, and executing alternate or improved projects under the PA Program. With the recent change in the FEMA PA small project threshold to \$1 million, it is even more important to have an accurate and comprehensive cost estimate in place for small projects, given the risk of having an insufficient estimate approved. We have an in-depth understanding of FEMA's cost estimate validation process and FEMA's Cost Estimating Format (CEF) and will work with NCCCS to ensure all assumptions and considerations are consistent and applicable to the actual conditions of the impacted NCCCS institutions. This includes identifying local costs which most likely exceed RSMeans unit costs, the standard reference for FEMA PA costing specialists, in a post-disaster environment. Hagerty will work with NCCCS to identify who will develop the cost estimate: FEMA, Hagerty, or the A&E firm engaged to complete repairs or replacement. Hagerty can support the A&E firm to ensure the cost estimate provides the level of detail FEMA will require to accept the cost estimate. If FEMA is developing the cost estimate, Hagerty can review these estimates to ensure all eligible costs are included.
- » **Expedited Funding Requests**, which allows NCCCS to quickly receive funding to address immediate needs resulting from the impact of the disaster, including costly debris removal operations and emergency protective measures. Once activated, Hagerty will work with NCCCS and their associated schools to determine if an Expedited Project is desired and reasonable to pursue. Hagerty understands how to effectively organize and present the required information and documentation to secure expedited funding from FEMA. We will advocate for maximum flexibility for advanced payments through expedited projects for NCCCS.
- » **Assistance in Development of Hazard Mitigation Projects**, as hazard mitigation is critical to increased resilience, Hagerty is adept at supporting our clients to proactively identify projects with potential mitigation measures under Section 406 and to independently develop Section 404 projects. Our overall goal will be to support identification of Section 406 and Section 404 hazard mitigation opportunities to ensure the maximum amount of funding is allocated to increase resilience.

- » **Special Considerations**, such as EHP reviews and in-depth insurance policies analysis to secure funding and ensure regulation compliance; as well as efficiently assisting NCCCS throughout the insurance adjustment process to ensure insurance is maximized and there is no duplication of benefits (DOB). These considerations must be kept in mind immediately after a disaster, so the NCCCS institutions do not engage in work that is later deemed ineligible. Our team will proactively account for and document any special considerations to prevent or mitigate any eligibility issues.

By applying our multi-tiered quality assurance/quality control review process to all projects, we will ensure compliance with FEMA requirements while also accounting for issues that can potentially impact other funding sources available for NCCCS. Our strict review process has resulted in identification of multi-million-dollar errors in favor of our clients.

Hagerty will coordinate with NCCCS to ensure local, state, and federal procurement policies are followed and compliant with grant requirements and will assist in the development of emergency and exigency justifications where needed. **These efforts will ensure that the NCCCS's projects submissions are closeout-ready at the onset and minimize adverse determinations.** Throughout the recovery process, Hagerty can make recommendations on how to amend pay and procurement policies to maximize reimbursement and compliance for future disasters.

Section 428 Alternative Procedures, Alternate Projects, and Improved Projects

In most cases, the PA Program reimburses applicants for the completion of eligible permanent repair work on an actual cost basis. However, there are instances where applicants are reimbursed based on capped estimates under either Alternate or Improved Projects. Hagerty will meet with NCCCS leadership to identify their recovery priorities and how NCCCS wants to build back. Hagerty will use this information to make recommendations on which projects should be standard, Alternate and Improved Projects, or the Section 428 PAAP Program.

- » **Alternate Projects and Improved Projects**, which may allow NCCCS to utilize federal funding in a way that provides greater flexibility and benefit than standard in-kind repairs. Proactive management will allow NCCCS to make alterations and/or improvements while restoring the damaged facility or even constructing an entirely different facility. The *Disaster Recovery Reform Act* (DRRA) removed the 10-percent penalty for Alternate Projects. With the recent increase in the small project threshold to \$1 million, alternate projects could potentially become more common as the 428 program is currently restricted to large projects.
- » **The Section 428 Program**, authorized by the *Sandy Recovery Improvement Act* (SRIA), which allows FEMA to make recovery grants for permanent work (Categories C-G) projects based on fixed-cost estimates. Hagerty will support the NCCCS to engage the program, including how to minimize the risk of accepting a capped grant rather than receiving reimbursement on an actual cost basis.

Hagerty will advise on which capped funding approach may work best for NCCCS's consideration and direction. Our assessment tools will show NCCCS the pros and cons of pursuing capped funding, including when the Section 428 PAAP Program should be used. To date, our team has developed more than **\$5.8 billion** in fixed-capped grants for one client alone. To support the development of these grants, we developed a procedure to validate cost estimates, processes for drawdown, and procedures to leverage the full flexibility of this program. These procedures include a process for streamlining the approval of changes to the SOW for a recovery project from the original scope used to capture costs for the grant, allowing the applicant to determine the most effective use of recovery funds.

Section 324 Management Costs

FEMA reimburses applicants for staff and contractor hours related to the development and management of PA grants up to a certain dollar amount, determined at five percent of the total PA claim minus insurance. While this does not mean that all contractor costs will be reimbursed, it does mean that such costs need to be monitored in alignment with program policy. Hagerty has experience managing multiple administrative cost-tracking programs for a single applicant. As an example, Horry County, South Carolina, has been impacted by a declared disaster every year since 2015, with Hagerty providing assistance for PA recovery for each event. Hagerty has put into place tracking mechanisms ensuring each consultant tracks time and tasks to the respective disaster event, but also to the necessary level of detail required to meet eligibility for the applicable cost policy. Furthermore, Hagerty provided both training and tracking tools to agency staff to emphasize the need for internal staff to track their time as well. This process will mirror what will be done with NCCCS, as services performed for each of the five impacted NCCCS institutions will be tracked separately. In addition, any eligible labor that benefits all institutions as a whole (analyzing FEMA Disaster Specific Guidance for Helene for example) will be allocated between them as needed.

Obligations and Requests for Reimbursements

Prior to project obligation by FEMA, Hagerty will work closely with NCCCS and FEMA officials to ensure that all eligible PA Program costs are captured in a project, and all submitted projects advance seamlessly through the various reviews. Additionally, Hagerty will ensure that all funding streams are explored and maximized to achieve the best funding mix for all subapplicant projects. This will have the added benefit of reducing DOB risk down the line, as all costs will be captured and associated with a funding source.

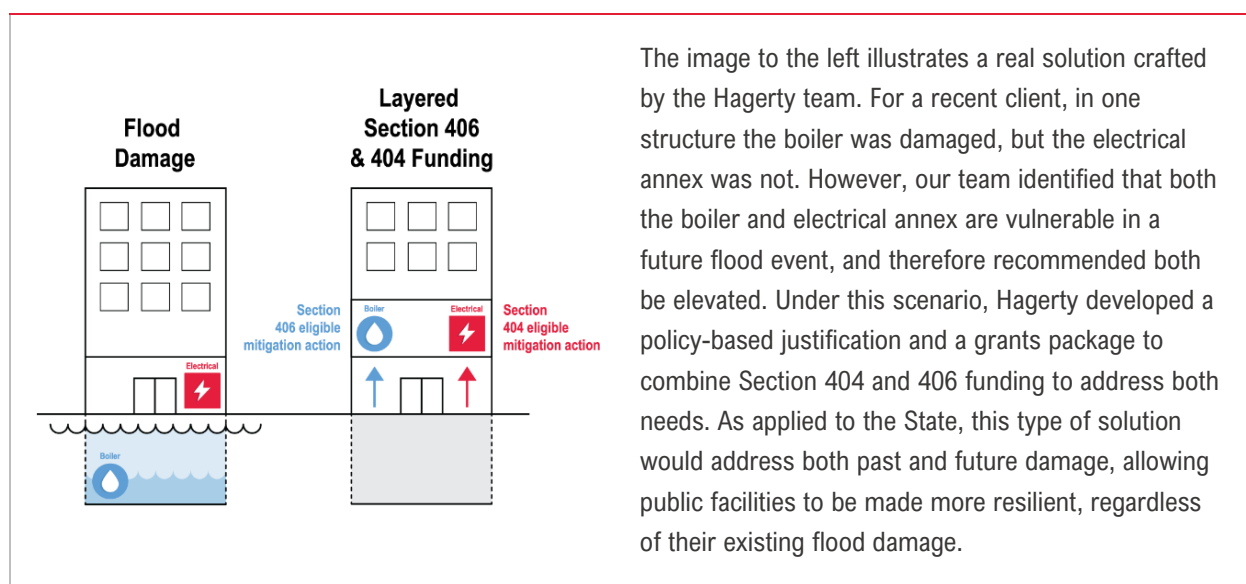
After obligation, Hagerty will support NCCCS with all post-obligation grant management activities including reconciling all reimbursements from FEMA and other funding sources. Our team will provide expert advice and support NCCCS in developing Requests for Reimbursement (RFRs); the project period of performance time extensions; version requests to amend project scopes of work or costs; quarterly reporting; and other programmatic activities.

Project Approach: Hazard Mitigation Support

Through FEMA, the federal government provides hazard mitigation funding to public infrastructure and homes through multiple programs: HMGP, Flood Mitigation Assistance, and Section 406 Mitigation. All of

these programs are critical in helping state and local communities protect public facilities in the event of a disaster. Hagerty is extensively experienced, supporting nearly 200 programs focused on the entire emergency management cycle across the nation, with programs that include mitigation planning, mitigation grant management, and community and stakeholder engagement.

Hazard mitigation funding can be used to protect the NCCCS from future damages, and in combination with the flexibility provided under the FEMA Section 428 PAAP Program, federal recovery programs can build resilient institutions within the NCCCS. Our goal will be to support NCCCS to identify mitigation opportunities to enable the maximum amount of funding allocated to increase resilience. Our strategy will include evaluating each program individually, in addition to combining funding to identify the most efficient outcome for the NCCCS.



Hagerty professionals have a long record of success supporting HMGP under **Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)** for clients at all levels of government. To provide this support to the NCCCS, Hagerty will assign personnel to execute a variety of tasks in alignment with NCCCS objectives, including supporting the evaluation of potential HMGP projects to identify the best option to further develop into successful HMGP applications for funding to protect assets.

Hagerty also has extensive experience in FEMA hazard mitigation assistance awarded under the PA Program through **Section 406 of the Stafford Act**. Our teams have crafted hundreds of successful Hazard Mitigation Plans (HMPs). We leverage FEMA BCA experts to craft arguments for our clients which result in successful project funding and reduce future damages.

f. Attachment A: Pricing

The following provides the hourly rates Hagerty will leverage to bill NCCCS under a time and materials cost structure. It is important to note that Hagerty will bill for out-of-pocket expenses incurred in connection with performance of this agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at cost, without mark-up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation; if GSA lodging rates are not available in the area(s) of operation, then a waiver will be permitted. If mileage is applicable, mileage shall be reimbursed at the prevailing Internal Revenue Service (IRS) mileage rate.

Labor Category	Hourly Rate
Program Coordinator	\$175.00
Technical Advisor	\$165.00
Quality Assurance	\$160.00
Team Leader	\$145.00
Grant Manager I	\$115.00
Grant Manager II	\$145.00
Grant Manager III	\$155.00
Grant Manager IV	\$170.00
Grant Manager V	\$190.00
Project Executive	\$275.00
Senior Project Manager	\$200.00
Project Manager	\$175.00
Senior Subject Matter Expert	\$275.00
Subject Matter Expert	\$225.00
Mitigation Consultant IV	\$200.00
Mitigation Consultant III	\$175.00
Mitigation Consultant II	\$155.00
Mitigation Consultant I	\$125.00
Recovery Consultant IV	\$190.00
Recovery Consultant III	\$170.00
Recovery Consultant II	\$155.00
Recovery Consultant I	\$115.00
Senior Administrative Support	\$80.00
Administrative Support	\$60.00

g. Attachment D: HUB Supplemental Vendor Information



ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: 50-2425019

Vendor Name: Hagerty Consulting, Inc.

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

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ **Yes** ☐ **No**

If **yes**, provide Vendor #: _____

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☐ **Yes** ☐ **No**

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

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

i. Attachment F: Location of Workers Utilized by Vendor



ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: 50-2425019
 Vendor Name: Hagerty Consulting, Inc.

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

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES ☒ NO

If "YES":

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

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

2. Where within the United States will work be performed?

Local to sites in the State of North Carolina and remotely at the locations of Hagerty offices and the home offices of our professionals.

NOTES:

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

j. Attachment G: Certification of Financial Condition



ATTACHMENT D: HUB Supplemental Vendor Information

Solicitation #: 50-2425019

Vendor Name: Hagerty Consulting, Inc.

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

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ Yes ☒ No

If **yes**, provide Vendor #: _____

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

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

k. Attachment H: Certification for Contracts, Grants, Loans, and Cooperative Agreements and OMB Standard Form LLL

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

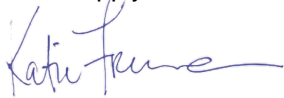
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Vendor's Authorized Official

Katie Freeman, Director of Operations

Name and Title of Vendor's Authorized Official

11/25/2024

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _ _	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):			b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.