REQUEST FOR PROPOSAL
Citywide EOP & COOP Plans

City of Salisbury
Fire Department
514 East Innes Street
Salisbury, NC 28144
Phone: 704-638-5351
Adrian Gantt
Adrian.gantt@salisburync.gov

BID NUMBER: 010-2027	**DATE: 09-01-2026**
BIDS/RFP DUE NO LATER THAN November 16, 2026 at 4:00pm EST	
BUYER: **Project Manager – Adrian Gantt** Adrian.gantt@salisburync.gov **TELEPHONE**: 704-638-5351	**Bid/RFP price shall be FOB Destination and include delivery to**: City of Salisbury – Fire Department 514 East Innes Street, Salisbury, NC 28144 Adrian.gantt@salisburync.gov
INTERNET ADDRESS: http://www.salisburync.gov	

NOTICE TO BIDDERS

Bids/RFP, subject to the conditions made apart from hereof, will be received at the City of Salisbury, Fire Department, 514 East Innes Street, Salisbury, NC 28144. Questions: Adrian Gantt, Adrian.gantt@salisburync.gov 704-638-5351

This bid will not have a public bid opening,

Bids/RFP are subject to rejection unless submitted by mail on this form or in person. In-person Bids/RFP MUST be sealed.

EXECUTION

In compliance with this Invitation for Bids/RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign bid prior to submittal shall render bid invalid. Late Bids/RFP are not acceptable.**

Company Name	**Signature**
Address	**Above (typed or printed)**
City **State** **Zip**	**Date**
E-mail	**Telephone** **Fax**

☐ **By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.**

Offer valid for 60 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 2).
Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders, Item 13).

MAILING INSTRUCTIONS: Mail two copies of the bid per envelope. Address the envelope and insert the bid number as shown below. It is the bidder's responsibility to have the bid in this office by the specified time and date of opening.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
City of Salisbury Fire Department 514 East Innes Street, Salisbury, NC 28144 Attn: Adrian Gantt	City of Salisbury Via email: Adrian.gantt@salisburync.gov

TABULATIONS: Verbal tabulations of open market Bids/RFP and award information can be obtained by contacting the Purchasing Department.

TRANSPORTATION CHARGES: FOB SALISBURY, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE UNLESS STATED OTHERWISE IN BID.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest responsive, responsible bidder(s), considering quality, performance, and the time specified for performance.

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items if such shall be considered by the City to be most advantageous or to constitute its best interest. A sample Contract is in Section IV.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

SCOPE: The City of Salisbury is seeking proposals from qualified providers to create the City's Emergency Operations Plan (EOP), and Continuity of Operations Plan (COOP), and provide subsequent exercises highlighting the EOP and COOP. The work shall include all labor, materials, and equipment needed to facilitate the EOP and COOP as well as two guided half-day tabletop exercises utilizing the EOP and COOP. The first being at the 75% completion mark of the EOP and COOP the last being at the 100% completion mark. The City is proposing to award a contract for the EOP and COOP as well as the exercises above but reserves the right to delay the award of a contract, to only secure the EOP update, to only conduct the exercise, or to not award a contract at all.

It is expected that the successful contractor will complete the EOP and COOP with the completion of all components of the agreement no later than December 1, 2027.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible, therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: DO include sales tax in the bid amount.

PROPOSAL SUBMISSION: Proposals shall be submitted on the forms of proposal attached hereto. All requested information shall be provided.

SECTION I: GENERAL INSTRUCTIONS TO BIDDERS

GENERAL: All Bids/RFP are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of Salisbury. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the City invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

BID EVALUATION: The City of Salisbury reserves the right to reject any and all Bids/RFP on the basis of the function, compatibility with user requirements, as well as cost. The City of Salisbury reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of Salisbury to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of Salisbury will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of Salisbury may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SAFETY: See attached General Terms & Conditions #10.

BID RESULTS: For bid results call 704-638-5351

***THE CITY OF SALISBURY WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR PROPOSAL. ***

QUESTIONS: Questions regarding the specifications on this bid should be referred to Adrian Gantt, Adrian.gantt@salisburync.gov, 704-638-5351. Questions are due by October 30, 2026 at 4:00pm EST

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)
Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)
Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

SECTION II: GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of Salisbury reserves the right to reject any and all Bids/RFP, to waive any informality in Bids/RFP, and unless otherwise specified by the bidder, to accept any item in the bid. If an error occurs in the unit price or extended price then unit price will prevail.

2. **TIME FOR CONSIDERATIO**N: Unless otherwise indicated on the first page of this document, the offer shall be valid for 60 days from the date of bid opening.

3. **TAXES**: Sales tax shall be included in any bid prices.

a. **FEDERA**L: Generally, states and political subdivisions are exempt from such taxes as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER**: Bid prices are not to include any import or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENT**S: Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATIO**N: Must be given to the City of Salisbury Finance Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES**: The City of Salisbury shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of Salisbury reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of Salisbury shall occur not later than 15 days after receipt and review by the City of Salisbury of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of Salisbury which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of Salisbury to evaluate the request for increase;

d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS:** Payment terms are net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of Salisbury is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of Bids/RFP. Otherwise the samples will become City of Salisbury property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

9. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).
The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

10. **SAFETY STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910.* Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926.* In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**
Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**
Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

11. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids/RFP, which do not comply with these requirements, will be subject to rejection.

12. **PROMPT PAYMENT DISCOUNTS**: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

13. **AWARD OF CONTRACT:** As directed by statute, qualified Bids/RFP will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of Salisbury as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of Salisbury to be pertinent or peculiar to the purchase in question.

14. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of Salisbury Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of Salisbury reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

Bidder agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

15. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of Salisbury invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

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

a. Worker's Compensation - The bidder 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 $1,000,000.00 for bodily injury per accident. This insurance shall cover all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. General Liability - General Liability Coverage with minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $1,000,000.00 bodily injury and property damage.

Purchasing Coordinator reserves the right to waive any one or all of these minimum requirements.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. Once the bid is awarded the bidder shall furnish the city with certificates of insurance and with original endorsements. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of Salisbury Purchasing Department.

17. **PATENTS AND COPYRIGHT**S: The Bidder shall hold and save the City of Salisbury, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of Salisbury and shall be delivered to city upon completion of the project. Such property shall be transferred to city in excellent, reusable condition.

In addition, the 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 bidder's performance of this project shall vest in the city, and the bidder agrees to assign all rights therein to the city. Bidder further agrees to provide the city with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the city.

18. **ADVERTISING**: Bidder agrees not to use the existence of this contract or the name of the City of Salisbury as a part of any commercial advertising without prior approval of the City of Salisbury Purchasing Department.

19. **EXCEPTIONS**: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

20. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of Salisbury will consider keeping trade secrets which the bidder does not wish DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

21. **ASSIGNMENT:** No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Salisbury Purchasing Department, solely as a convenience to the bidder, the City of Salisbury may:

a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and

b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of Salisbury to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

22. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

23. **INSPECTION AT BIDDER'S SITE:** The City of Salisbury reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of Salisbury's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

24. **AVAILABILITY OF FUNDS**: Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

25. **GOVERNING LAWS**: All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

26. **ADMINISTRATIVE CODE**: Bids/RFP, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

27. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

28. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of Salisbury General Contract Terms and Conditions, and (4) City of Salisbury Bid Terms and Conditions.

29. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Salisbury Purchasing Department. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of Salisbury Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

30. **E-VERIFY COMPLIANCE**: By bidding the vendor understands that e-verify is a federal program operated by the US Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore the vendor confirms that they are aware of and in compliance with the requirements of e-verify and article 2 of chapter 64 of the NC General Statutes, which requires that the vendor participate in e-verify if it has at least 25 qualified employees.

32. **PURCHASING MANUAL**: Bidder is aware that the City has a Purchasing Manual that is available upon request.

SECTION III: Specifications

1. Form of Proposal - The proposal must contain the following:

- A proposed general approach
- A proposed project schedule, including deliverables/milestones
- A proposed man-hour matrix that includes proposed onsite work
- A proposed work program describing recommended tasks for the project's basic components, including methods for coordinating communication, presentations, and reviews of the proposed plans with City staff, stakeholders, and community members.
- A description of the proposed project team.
- Contact information for at least 5 clients for whom the consultant has performed similar services in the recent past.
- An estimated cost for each deliverable/milestone and the project as a whole.

2. EOP

- Provide a modernized EOP that accurately reflects the needs and capabilities of the City.
- Provide an EOP that accurately reflects the City's organizational structure and scope of responsibilities
  NOTE: The City rarely operates under a pure ICS or a pure ESF structure but rather a hybrid of the two. It shall be incumbent upon the contactor to work with City stakeholders to evaluate the best way to organize the EOP
- Provide an EOP that is compliant with all guidelines outlined in the National Incident Management System (NIMS) while following FEMA's Comprehensive Preparedness Guide (CPG-101)
- Provide a comprehensive breakdown of departmental roles and responsibilities within the organization as they relate to an emergency or other critical event
- Work with City staff to develop a Communication and Engagement plan to identify those most impacted and engage stakeholders/the community in the EOP planning process
- The Contractor shall create a comprehensive City EOP. The selected contractor shall also be responsible for the following related deliverables:
  - Provide an EOP Project timeline
  - Provide a complete EOP - One (1) fully editable Google document and two (2) hard copies and incorporate a digital version that can reside on a website that is interactive.
    NOTE: The EOP should, at a minimum, include sections containing information on purpose, scope, situation and assumptions, roles and responsibilities, reference and information, Departmental Emergency Operations Center (DEOC) structure, and DEOC activation and process
  - Position-Specific Guide for each unique position identified within the EOP
    NOTE: This guide should include a summary of the position's responsibilities, an outline of initial tasks, and an identification of key supporting materials (if applicable)
  - Inclusion of current departmental emergency plans and formatted to incorporate future plans.
  - Completed Hazard-Specific Annexes
    NOTE: Hazard-specific annexes should explicitly cover objective triggers for EOC activation and EOC demobilization
  - Hazard-Specific Annex template

3. Continuity of Operations (COOP) Plan- The contractor will address activities essential to an effective COOP Plan by:
   - Ensure all 11 components of a COOP plan are included in the writing of the plan.
   - Develop and document a comprehensive COOP plan that utilizes an All-Hazards approach to the development of the plan.
   - Involve Leadership and other members of the organization from every City department when gathering and documenting information for the plan.
   - Develop a COOP plan flexible enough to use in all emergencies including:
     - Being capable of execution with and without warning
     - Taking natural and man-made disasters into consideration
     - Include all city departments: Transportation, Finance, Police Department, Fire Department, Downtown and Economic Development, Capital Project Management Department, Transit, Community Engagement, City Administration, Planning and Neighborhoods, Public Works, Parks and Recreation, Salisbury Rowan Utilities, City Council, Human Resources, Land and Development
   - Identify and describe a process that will assist in the situation and assumptions within the COOP plan.
     - Provide plans for attaining operational capability within 12 hours.
     - Establish reliable processes and procedures to acquire resources necessary to continue essential functions and sustain operations for up to 30 days.
     - Facilitate decision-making for the execution of these plans and the subsequent conduct of operations.
   - Develop a description of purpose.
     - Include a detailed description of the purpose of the plan. Reference regulations and statutes.
   - Assist in the identification, organization, and assignment of responsibilities by facilitating a selection process.
     - Include procedures for employee advisories, alerts, and COOP plan activation, with instructions for relocation to pre-designated facilities, with and without warning, during duty and non-duty hours.
   - Assist in the identification and incorporation of the organization's functions by facilitating a selection process.
     - Identify all functions performed by the City and each department, then determine and prioritize which must be continued under all circumstances.
     - Establish staffing and resource requirements needed to perform essential functions.
     - Identify mission-critical data and systems necessary to conduct essential functions.
     - Defer functions not deemed essential to immediate organizational needs until additional personnel and resources become available.
     - Integrate supporting activities to ensure that essential functions can be performed as efficiently as possible during emergency relocation.
   - Human Capital Management
     - Consider and provide for the health, safety, and emotional well-being of employees.
     - Address employees' individual preparedness.
   - Delegation of Authority
     - Assist in the identification of the programs and administrative authorities needed for effective operations at all levels that have emergency responsibilities. Identify the circumstances under which the authorities would be exercised.
     - Document the necessary authorities at all points where emergency actions may be required, delineating the limits of authority and accountability at each level.
     - State explicitly the authorities of the designated successor to exercise agency direction, including any exceptions, and the successor's authority to re-delegate functions and activities as appropriate.

Indicate the circumstances under which delegated authorities would become effective and when they would terminate. Predetermined delegations of authority would take effect when normal channels of direction are disrupted for a specified period of time and would terminate when these channels have been re-established.

Ensure that officials who may be expected to assume authority in an emergency are trained to carry out their emergency duties.

Specify responsibilities and authorities of individual agency representatives at each level designated to participate as members of interagency emergency response teams.

- Orders of Succession
  - Assist in the identification of an order of succession to essential positions required to maintain essential operations.
  - Describe an order of succession by positions or titles, rather than names of individuals.
  - Ensure that the line of succession is formally disseminated and included in action plans for emergency reference.
- Vital Records, Databases, Systems, and Equipment
  - Define the collection and retention of emergency operating records, electronic and paper copies, for future use.
  - Provide for the identification and protection of essential legal and financial records.
- Alternate Facilities
  - Ensure immediate capability to perform essential functions under various threat conditions, including threats involving weapons of mass destruction.
  - Assist in the identification of an alternate emergency operations center to be used in the event the facility is unavailable, or staff is unable to respond to the facility.
  - Ensure that the alternate location has sufficient space and equipment to sustain the relocating organization. Agencies and departments are encouraged to pre-position and maintain minimum essential equipment for continued operations at the alternate operating facilities where possible. Include estimated costs of utilizing the primary and the backup locations.
  - Identify reliable logistical support, services, and infrastructure systems, including water, electrical power, heating, air conditioning, etc.
  - Plan for the ability to sustain operations for a period of up to 30 days.
  - Provide appropriate physical security and access controls for resources, facilities, and authorized personnel.
- Interoperable Communications
  - Ensure the continuation of interoperable communications with all identified essential internal and external organizations, critical customers, and the public.
  - Provide for a communication capability commensurate with an agency's essential functions and activities.
  - Ensure the ability to communicate with contingency staff, management, and other organizational components.
  - Ensure the ability to communicate with other agencies and emergency personnel.
  - Provide access to other data and systems necessary to conduct essential activities and functions.
  - Test alert and notification procedures and systems for any type of emergency at least quarterly.
- Reconstitution and Devolution
  - Achieve a timely and orderly recovery process from the emergency and resumption of full service to all customers.
  - Ensure the organization can return to its facilities and continue to provide services to its customers.
- Tests, Training, and Exercises

Provide individual and team training of organization contingency staff and emergency personnel to ensure knowledge and integration of skills necessary to implement COOP plans to carry out essential functions.

Ensure internal agency testing and exercising of COOP plans and procedures to ensure the ability to perform essential functions and operate from designated alternate facilities is 100% successful.

Joint exercising of COOP plans, where applicable and feasible.

- Family Support Planning
  - Employees' families must be taken care of during a COOP event which allows the employee to focus on providing essential functions to the residents and visitors of the City of Salisbury.
  - The family support planning section should include a list of personal items and necessities including food, clothing, prescription medications, and other items that may be required for family survival.
  - Financial and legal documents that cannot be easily replaced should be included. Out of the area point of contact.
  - Define what actions the city will take on behalf of employees' families - shelter, food, etc.
- Develop and describe the development and maintenance of the COOP
  - The COOP plan shall include a section that describes the overall approach to planning, the participants included in the planning process, and how the plan will be maintained and updated.
- Identify authorities and references.

4. Project Coordination

This project will involve close interaction with city staff for the purpose of data gathering, goal setting, and monitoring. The Salisbury Fire Department will serve as the lead agency in this initiative. The Chief of Emergency Management will be the designated point of contact for both plans. The actual development of the plans will involve discussions and consensus building with multiple City of Salisbury partners and agencies. Although the Salisbury Fire Department will serve as a central coordination point, the value of the planning process hinges on the active involvement of key government agencies. The contractor will facilitate and help these agencies understand their roles, work with them in developing a local level plan, and assist them by providing guidance to develop procedures to complement the comprehensive plan.

5. Public Participation

Through the development of a communication and engagement plan, formal public meetings may be required to elicit community feedback and input, and appearance and presentation at City Council meetings or City Council Committee meetings may be needed for updates and adoption of the plans. In addition, the City may deem a special meeting necessary and would expect some interaction with the consultant at the meeting.

SECTION IV: Pricing

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. The proposal shall include a total cost not to be exceeded.

SECTION V: PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format to facilitate comparison. While the City's format may represent a departure from the Company's preference, the City requires strict adherence to the format. The Proposal shall be in the format described below:

A. Cover Letter.
B. Company Profile and Qualifications.
C. Proposed Solution Overview.
D. Anticipated Implementation Schedule.
E. References.
F. Required Forms; and
G. Exceptions to Sample City Contract and Federal Terms and Conditions.

Companies are required to organize the information requested in this RFP following the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. Responses shall not exceed 15 pages. Required forms and other attachments do not count toward the 15-page limit.

A. Cover Letter.
The cover letter shall provide the identification of the Company, including name, address, and telephone along with the name, title, email, and telephone number of the contact person during the evaluation period. It should present the Company's understanding of the Project and a summary of the approach to perform the Services, including a summary of costs. The cover letter shall include a statement that the proposed solution, including pricing, shall remain valid for a period of not less than 180 days from the Proposal Due Date and shall be signed by a person authorized to bind the Company to the terms of the Contract.

B. Company Profile and Qualifications.
This section shall include a description of the Company, including location, years in business, organizational structure, financial stability, capacity, and resources. A brief description of the Company's qualifications and previous experiences on similar or related projects, including an organization chart. Describe the key individuals who will be working on this Project along with their qualifications, professional certifications, and experiences.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Company where litigation is still pending or has occurred within the last five years; or (b) any type of project where claims or settlements were paid by the Company or its insurers within the last five years. Also, provide a listing of any projects in which the Company's Contract was terminated for any reason within the last five years.

C. Proposed Solution Overview.
This section shall present the Company's approach and solution to the requirements presented in this RFP.

D. References.
Companies shall provide similar projects with the following details: project name, the organization receiving Services, location, Services provided, and the length of time Services were provided on each project. Contact information for each organization should be included.

E. Exceptions to Sample City Contract with Federal Terms and Conditions.

Companies shall be required to sign a contract for services developed and approved by the City. A copy of the standard City contract, including federal terms and conditions is attached as Appendix A. Any proposed exceptions, deletions, or additions should be noted at the time of Proposal submission.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process or the Services or facilities subject to this RFP that would be in the best interest of the City, including:

- This RFP is not an offer to contract. Acceptance of a proposal neither commits the City to award a contract to any contractor, even if all requirements stated in this RFP are satisfied, nor limits our right to negotiate in our best interest. We reserve the right to contract with a vendor for reasons other than lowest price.
- Price will not be the only factor considered when selecting a vendor. The City of Salisbury is seeking the proposal with the best overall value to the City.
- Geographic Preference - Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of Bids/RFP or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.
- The City of Salisbury reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof; to reject all proposals or accept an alternate proposal in the best interest of the City.
- The City also reserves the right to waive any immaterial defect in the proposal. The proposal shall be good for a period of one hundred and eighty (180) days from the opening of the proposal.
- The City may seek clarification of the proposal at any time and any delayed response could be a cause for proposal rejection. The City may require additional information.
- The City of Salisbury will not be liable for any costs incurred by respondents in replying to this RFP.
- Award shall be made by the City of Salisbury to the proposal that is determined to be the most advantageous to the City.
- The proposal respondent may not reassign any award made, as a result of this RFP, without prior written consent from the City of Salisbury.

SECTION VI: EVALUATION CRITERIA

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section describes the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, the Company needs to provide appropriate detail to demonstrate satisfaction with each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit the information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive, and best-value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

a. Qualifications and Experience
Companies will be evaluated on the background and experience information provided in response to this RFQ.

b. Compliance with Requirements/Proposed Solution and Scope
Companies will be evaluated based on their understanding, experience, and qualifications in performing the same or substantially similar Services, as reflected by their experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

c. Demonstration
Companies shall demonstrate their solution to City Staff at a proposed time and date. Additional details will be provided during the evaluation period.

d. Proposed Cost
Companies will be evaluated based upon their proposed cost for the Services outlined in this RFP. Pricing shall be all-inclusive and provide detailed milestones based on the implementation schedule.

e. Implementation Schedule
Companies will be evaluated based on their proposed implementation schedule.

The City will use the scoring Matrix to assist with the evaluation of the RFP

Percentage	Category
20%	**Qualifications and Experience** Outline and specify the capabilities of the Companies to provide the requested product(s) and services as outlined in the scope of work. Relevant Experience, including references for similar projects
30%	**Proposed Solution and Scope:** Details on Company's capabilities and the firm's ability to meet the requirements outlined in this RFP.
10%	**Demonstration:** Demonstrate COOP and show its capabilities as it pertains to the scope of work and the City's needs
20%	**Cost Proposal:** Details on the cost of the COOP as outlined in this RFP.
20%	**Implementation Schedule: if necessary**

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is between the **City of Salisbury**, a North Carolina municipal corporation ("City"), and **[Insert Company Name]**, a North Carolina [type of company] ("Provider") (collectively, the "Parties"). For valuable consideration received, the Parties agree as follows:

1. Background and Purpose. **[Insert general description of Contract.]**
2. Effective Date. The "Effective Date" is the date the last Party signs this Contract.
3. Provider Obligations.
    a. Services. Provider shall perform the following services:

    [Insert general description of Services. If the services are in a proposal, attach the proposal as Exhibit A and add, "as reflected in the [identify the proposal] attached as Exhibit A and incorporated by reference] (the "Services").

    Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.

    b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide Services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the Services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

    c. Records Maintenance. Provider shall maintain written documentation of all Services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.
4. Compensation. The City agrees to compensate Provider as follows: **[Insert a description of how Provider will be paid (e.g., lump sum, time and materials, unit prices, progress payments, hourly, based on task completion, monthly flat fee, one-time flat fee, etc.). The City does not pay in advance. In limited circumstances, a reasonable down payment is acceptable, but upfront payments of the full amount or of a substantial amount are unacceptable. If a fee schedule or task list is use, attach it as an Exhibit. If the City will provide expenses or reimbursement, include that. It should be clear to both parties how payment will work.]** The total dollar amount of this Contract shall not exceed $ **[Insert Dollar Amount]**.
5. Term. The Contract shall begin on the Effective Date and shall end without further action by either party on **[Insert Month Day, Year]**, unless sooner terminated in accordance with Paragraph 5.
6. Termination.
    a. For cause. Except as otherwise stated in this Contract, in the event of a breach of the terms of this Contract, the non-breaching Party shall provide written notice to the breaching Party setting forth the nature of the breach and allowing the breaching Party 15 days to cure the breach, unless the non-breaching Party, in its sole discretion, allows a longer cure period (the "Cure Period"). In either case, the non-breaching Party shall state the date on which the Cure Period will end, which shall be the date the Contract will terminate without further action by either Party unless the breach is cured during the Cure Period.

    b. For convenience. The City may terminate this Contract at any time at its complete discretion upon 20 day's written notice in writing from the City to Provider prior to the date

of termination. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all Services performed as of the date of termination.

7. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by Services provided, the number of hours worked and by whom, the date(s) that Services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within 30 days of the rendering of Services. The City shall process payments to Provider within 30 days of receipt of such invoice(s). Invoice(s) should be sent to **[Insert name and e-mail or mailing address]**, for review and approval.

8. Standard of Performance. Provider represents that, prior to executing this Contract, Provider became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the City.

9. Insurance. Provider agrees to maintain $1,000,000 in general liability, $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina municipal corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

10. Prohibition Against Sex Offenders. Provider shall not allow any employee or other person to perform any aspect of the Contract who is a registered sex offender. Provider shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, subcontractor, officer, director, or other person who will in any way perform under this Contract. Provider shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times.

11. Provider's Employees. Provider's employees, agents, subagents, volunteers, or any persons authorized to act on behalf of the Provider shall maintain a professional demeanor at all times during the interaction with the City's patrons and visitors to City facilities. Provider shall refrain from other commercial or political activity while performing this Contract on City Property. Provider shall undergo criminal background checks on all employees and subcontractors working at the direction of the Provider in this Contract, and shall exclude any employees from working in any City facility any employees that: (1) had a conviction of any felony within the past 10 years; (2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or (3) is currently a registered sex offender.

12. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:

    a. **Exhibit A**: **[Insert Title of Exhibit, or remove]**

    b. **Exhibit B: [Insert Title of Exhibit, or remove; add additional Exhibits as needed]**

13. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

14. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.

15. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract.

16. Force majeure. No delay, failure, or default will constitute a breach of this Contract to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of nature, riots, embargoes,

failure of communications networks, denial of service/access attacks or other causes beyond the performing Party's reasonable control.

17. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Services by mutual agreement of the Parties shall be of the essence to this Contract.

18. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

19. Indemnification. To the maximum extend allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

20. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.

21. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

22. Nondiscrimination. By signing this Contract, Provider, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, religion, sex, national origin, disability, or any other status protected by federal law in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964.

23. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the City.

24. Amendments in writing. This Contract may be amended only in writing and signed by both Parties.

25. Governing law. North Carolina law will govern the interpretation and construction of the Contract.

26. Entire agreement. This Contract, including the purchase order, if any, used in connection with this Contract and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract. To the extent there may be any conflict between this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

27. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

28. Counterparts and execution. This Contract may be executed in any number of counterparts, each

of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

29. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the Parties have signed this Contract as of the date indicated.

	CITY OF SALISBURY	**[INSERT COMPANY NAME]**
BY:	_____	_____
TITLE:	_____	_____
DATE:	_____	_____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____