

**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
FAMILY CAREGIVER SUPPORT PROGRAM
IN-HOME/COMMUNITY RESPITE**



COUNTY COMMISSIONERS

**JULIA OLSON-BOSEMAN, CHAIRMAN
DEB HAYS, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
BILL RIVENBARK
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

Section 1 – Advertisement

**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
FAMILY CAREGIVER SUPPORT PROGRAM
IN-HOME/COMMUNITY RESPITE**

Proposals addressed to Andrew Zeldin, Social Worker Supervisor, 2222 South College Road, Wilmington, NC 28403 and marked “**FAMILY CAREGIVER SUPPORT**” will be accepted until **5:00 P.M. EST, Thursday, June 3, 2021**.

Proposals will not be publicly opened but will be evaluated according to the criteria listed in the Request for Proposals (RFP).

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <https://www.nhcgov.com/business-nhc/bids> or by contacting Andrew Zeldin at azeldin@nhcgov.com.

New Hanover County reserves the right to accept or reject any or all bids/proposals and to make the Award which will be in the best interest of the County.

Released: Thursday, May 13, 2021

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Thursday, May 13, 2021	RFP issued
Thursday, May 20, 2021 by 3:00 p.m.	Deadline for questions. All questions must be submitted in writing to Andrew Zeldin (azeldin@nhcgov.com)
Tuesday, May 25, 2021 by 5:00pm	Questions will be answered via written addendum
Thursday, June 3, 2021, 5:00 p.m.	Deadline for receipt of Proposals

2.2 – Preparation of Proposals

- 2.2.1 Proposers are instructed to submit their proposals in a sealed envelope if mailing. If possible, please include an electronic copy preferably on a thumb drive. Proposals should be clearly marked **“FAMILY CAREGIVER SUPPORT PROGRAM.”**
- 2.2.2 The proposals shall be submitted by **5:00 PM Monday, June 3, 2021** and addressed to:

New Hanover County
Senior Resource Center
Attn: Andrew Zeldin, Social Worker Supervisor
2222 South College Road
Wilmington, NC 28403

2.3 – Electronic Proposals

Electronic proposals will be considered. Email proposals to azeldin@nhcgov.com. Proposals received after the time and date for closing will not be considered.

2.4 – Questions

Questions concerning the scope of work in this Request for Proposals must be in writing (email) and directed to Andrew Zeldin, Social Worker Supervisor at azeldin@nhcgov.com. Questions must be received by **Thursday, May 20, 2021 at 3:00 pm**. An addendum summarizing all questions and answers will be posted to the County’s website and emailed to all who have notified the County of their intent to submit a proposal as noted in 2.6 below.

2.5 – Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section which is Andrew Zeldin, Social Worker Supervisor, email azeldin@nhcgov.com. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

All Proposers who intend to submit a proposal on this project should send an email to azeldinn@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective Proposers in the preparation of the response to this Request for Proposals are the responsibility of the Bidder and will not be reimbursed by The County.

2.8 – Bid Opening

There will be no public bid opening.

2.9 - Trade Secret Confidentiality

Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. Any material deemed to be a "trade secret" should be placed in a separate envelope and clearly marked as Confidential. After opening, your proposal along with Confidential information will be provided to County staff and others who participate in the evaluation process. Members of the general public who submit public records requests may obtain copies of your proposal; however, any Confidential information will not be released.

2.10- Withdrawal of Bids

Proposers may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.11 - Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.12- Indemnity

The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.13– E-Verify

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.14 – Insurance Requirements

The requirements listed below are the GENERALLY ACCEPTED insurance requirements for this class of business.		
Insurance Description	Minimum Limits of Insurance Required <i>**Subject to change depending on size/location/description of work**</i>	
Commercial General Liability**	\$1mil Ea. Occurrence; \$1mil Products/Completed Operations; General Aggregate Limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit.	
Abuse/Molestation Coverage	\$1,000,000 Each Occurrence; May be included in Commercial General Liability or Professional Liability	
Professional Liability	\$1 mil Per Loss/\$3mil Aggregate; 2-yr Extended Reporting Endorsement Required if Claims-Made Form	
Business Auto Liability	\$1,000,000 Each Accident; Any Auto including Hired and Non-owned Liability	
Worker’s Compensation Employer’s Liability	Statutory Limits	This policy must include a Waiver of Subrogation.
	\$500,000/\$500,000/\$500,000	
Employee Dishonesty Coverage	\$100,000 Each Occurrence; May be included in another line of Insurance Coverage.	
Additional Insured CG 20 26	** New Hanover County (<i>not the department</i>), its officers, officials, agents and employees	

2.15 - Addendum

The bid package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers and posted on the County’s website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>, or email azeldin@nhcgov.com to check for the issuance of any addenda before submitting your bid.

2.16 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.17- Successful Bidder

The Bidder who is not currently set up as a vendor in The County’s vendor file will be required to submit a completed Vendor Application, W-9, and EFT form to register. Registration may also be

completed by visiting the County's website at <https://newhanovercountyncvss.munisselfservice.com>. If you need assistance, you may contact Katherine Wright by calling 910-798-7315 or email kwright@nhcgov.com.

2.18 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **Refer to Section 4 for complete Details.**

2.19 – Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by New Hanover County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

2.20 – Examination

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

2.21 – Award of Contract

New Hanover County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such

circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.22 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.23 - Right to Reject Bids

New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be most advantageous to the County.

Section 3 – Scope of Services

Respite Care: Respite Care is considered temporary, substitute supports or living arrangements to provide a brief period of relief to caregivers on an intermittent, occasional or emergency basis. This service is intended to sustain the efforts of families and other informal caregivers and is limited to a **\$1,500 maximum per caregiver** for the grant time period to allow the grantee to assist as many caregivers as possible with the funding.

This grant is intended to sustain the efforts of families and other informal caregivers of older adults (60+) or individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and grandparents or older individual (55 years of age or above) who is a relative caregiver of a child 18 years old or younger or who is an individual with a disability by providing supportive services. The objective is to relieve the caregivers of stress, keep older adults in their homes for as long as possible and/or assist older relative caregivers in rearing their relative child. ***The services covered under the grant are intended for caregivers not receiving any other assistance and will only be a bridging mechanism until consistent services are available.***

Scope of Work In-Home Respite- In-home respite provides a break from care in the family's own home. Hours are set up individually with the respite worker. **Providers should be able to provide over night and weekend care if requested by caregiver.** Services include the following:

PERSONAL CARE

Bathing/Grooming

- Shower,
- Sponge Bath (bed or tub),
- Brush Teeth, Shampoo,
- Comb/Brush/Groom Hair,
- Clean and File Finger Nails,
- Electric Shave,
- Perineal Care,
- Dressing and Clothing.

Elimination

- Assist to Bathroom,
- Assist with Bedpan/Urinal,
- Assist with Commode,
- Night Time Toileting,
- Adult Brief Changes,
- Empty Catheter Drainage Bag,

- Assist with Established Ostomy,
- Record/Report Urine Output,
- Record/Report Bowel Function

Support and Encourage

- Ambulation,
- Transfers, Eating/Feeding,
- General Preventative Skin Care,
- Turning,
- Repositioning,
- Skin Protection,
- Active Range-of-Motion Support,
- Self-Administered Medication Reminders

HOMEMAKING

Light Housekeeping Services

- Meal Planning and Preparation for Client with Related Clean-up,
- Empty Kitchen and Bathroom Trash,
- Wipe up Kitchen Floor, Counters, and Appliances,
- Wipe Bathroom Sink, Tub, and Toilet,
- Sweep Floor,
- Make Client's Bed,
- Change Bed Linens,
- Client's Personal Laundry,
- Dusting and Vacuuming,
- Water Plants.

COMPANIONSHIP

- Reading,
- Light Correspondence,
- Independent Support Following Rehabilitation or Hospitalization,
- Orientation prompts and Reminders,
- Walks,
- Conversation Activities,
- Helping Arrange Photos/Scrapbooks,
- Safety Supervision,
- Incidental Transportation.

Compensation: Providers must meet the reporting requirements of the NC Division of Aging and Adult Services and the Cape Fear Area Agency on Aging Family Caregiver Support Program. Payments will be made monthly upon request for reimbursement through ARMS by Grantee. **Reimbursement forms will be due monthly to the New Hanover County Senior Resource Center and must be received no later than the 5th of each month in order to be considered for payment at the end of that month.** These forms should reflect the amount of funds requested through the ARMS system each month.

Payment of funds will be based upon the Aging Resource Management System (ARMS) Provider Reimbursement Report (ZGA370-12). The Cape Fear Council of Governments will forward payment of the approved budget expenditure at the end of each month.

Documentation of Expenses: Grantee/Provider shall maintain full and complete documentation of all expenses associated with performing the scope of work under this contract. Documentation in the form of time sheets or some other verification (prior approval required) that services were rendered shall be kept in each client file. Grantee shall maintain all financial and program records for a period of three (3) years from the date of final payment under this agreement. Grantee shall maintain records on each caregiver served including: Family Caregiver In-take Form (DAAS 101), Consumer Contributions Provider Assurance form (signed and dated) and Client/Patient Rights form (signed and dated) and a confidentiality form (signed and dated). Provider is subject to monthly monitoring at the request of Grantee.

SUBMISSION REQUIREMENTS

1. Submit one (1) original and one (1) electronic copy of the proposal in a sealed envelope properly marked "**FAMILY CAREGIVER SUPPORT PROGRAM IN-HOME/COMMUNITY RESPITE**" and address to the County at the following address:

New Hanover County Senior Resource Center
Attn: Andrew Zeldin, Social Worker Supervisor
2222 South College Rd.
Wilmington, NC 28403

Please be advised that the person signing the proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations.

2. Proposals, at a minimum, must include:
 - a. Detailed pricing for proposed services and whether or not the proposer has the ability to provide weekend and overnight care.
 - b. Number of clients that can be served per week

- c. Number of Proposer's staff who will be assigned to each service; include the number of projected weekly hours, level of experience of staff, and any training that is provided on an annual basis
- d. Information regarding Proposer's ability to determine client eligibility
- e. Detailed plan of how services will be coordinated and delivered
- f. Provide information regarding any software used to manage your client database
- g. Evidence of current insurance
- h. Proposer's Legal Name/Address; Primary Contact's Name/Title/Address/Phone/Email address; Name and Title of Company Representative who is authorized to sign contract

Section 4 – Federal Uniform Guidelines Provisions

1. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. Equal Opportunity.

2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

3.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Act and Federal Water Pollution Control Act:

6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Bidder agrees to report each violation to the

County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment.

7.1 This Agreement is a covered transaction for purposes of 2

C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to

tier up to the recipient.

9. Procurement of Recovered Materials.

9.1 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Access to Records. The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.

ATTACHMENT A

E-VERIFY

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____
County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

(Submit with Your Proposal)

Minority & Women Business Enterprise (MWBE) Program

FORM

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County’s MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this

solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.