

**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS**

RFP 22-0528

DEBRIS MONITORING SERVICES (PREPOSITION)



COUNTY COMMISSIONERS

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Section 1 – Advertisement

NEW HANOVER COUNTY

RFP 22-0528

PREPOSITION CONTRACT FOR DEBRIS MONITORING SERVICES

New Hanover County is requesting proposals for Debris Monitoring Services. A preposition/standby contract will be awarded by New Hanover County, to be activated by the County in response to a natural or man-made event requiring debris monitoring services.

Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due **no later than 2:00 p.m. on May 18, 2022**. Proposals shall be enclosed in a sealed envelope or package, addressed to:

New Hanover County Environmental Management
Attn: Kim Roane, Business Officer
3002 U.S. Highway 421 N.
Wilmington, NC 28401

The name and address of the prospective Contractor, and the title **“RFP # 22-0528-Debris Monitoring Services”** shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.

The proposals will be publicly opened immediately following the latest time for receipt of proposal in the Environmental Management Conference Room, located at 3002 U.S. Highway 421 N., Wilmington NC 28401

Proposals received by the County after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Faxed or Emailed proposals shall not be accepted.

Proposals may not be emailed or faxed.

Instructions for submitting Proposals and complete requirements and information may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the award which will be in the best interest of the County.

Released: April 27, 2022

Section 2 – General Information

2.1 – Schedule

| Date | Action |
|-------------------------------------|--|
| Wednesday, April 27, 2022 | RFP issued. |
| Friday, May 6, 2022, at 5:00 PM EST | Deadline for questions |
| Wednesday May 11, 2022 | Questions will be answered via written addendum. |
| Wednesday, May 18, 2:00 PM EST | Deadline for receipt of sealed Proposals |

2.2 – Introduction

Purpose: New Hanover County Environmental Management, to assure readiness when responding to emergencies and major disasters, is seeking Proposals from vendors who have a desire to provide DEBRIS MONITORING services in time of need for public safety and well-being of the citizens of New Hanover County. The resulting contract(s) will be Indefinite Delivery/Indefinite Quantity Contracts as the County is unable to determine the exact amount of services needed. The resulting contract will be used to help the County respond to emergencies, whether natural or man-made, as defined in North Carolina General Statute Chapter 166A (North Carolina Emergency Management Act) and New Hanover County Code of Ordinances Chapter 17 (Civil Emergencies). Pricing for services provided under the resulting contract shall only be available prior to, during, and for a reasonable amount of time after a declared emergency, as determined by the County.

The County is not responsible for the cost associated with preparing a Proposal and/or participating in any interviews that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed/Issuance of Purchase Order) from the County.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance and Bond Requirements

Refer to the attached DRAFT CONTRACT for specific insurance and bond requirements.

2.4– Questions

Questions concerning this solicitation should be directed to Kim Roane, Business Officer, at kroane@nhcgov.com . Questions will be received until **Friday, May 6, 2022, at 5:00 PM EST**. An addendum summarizing all questions and answers will be posted to the County's website by midnight Wednesday, May 11, 2022.

Proposers who have notified the County of their intent to submit a Proposal along with the email address will be sent all addenda.

2.5 – Communication

Other than the contact person detailed in Section 2.4 above, 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 Kim Roane, Business Officer, Environmental Management Department. If any vendor attempts any unauthorized communication, the Proposal may be rejected.

2.6 – Intent to Submit

All Proposers who intend to submit a proposal on this project should send an email to kroane@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 RFP are the responsibility of the Proposer and will not be reimbursed by The County.

2.8 – Proposal Submittal Deadline

Proposers are instructed to submit their Proposals in a sealed envelope clearly marked “**RFP 22-0528 DEBRIS MONITORING SERVICES**” and mail or deliver to:

New Hanover County
Attn: Kim Roane, Business Officer
Environmental Management Department
3002 US Highway 421 N.
Wilmington, NC 28401

The deadline for receipt of Proposals is **Wednesday, May 18, 2:00 PM EST**. Proposals received after the time and date for closing will not be accepted.

2.9– Authorized Signature

Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.

2.10 – Minor Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 –Ownership of Documents

All Proposals and accompanying documentation will become the property of New Hanover County at the time the Proposals are opened and as such will not be returned to the Proposer.

2.12 - 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. After opening, your Proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Proposals

No Proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of Proposals. Negligence or error on the part of any Proposer in preparing his Proposal confers no right of withdrawal or modification after the Proposals have been opened.

2.14 - 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 Proposer 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 Proposer 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 Proposals in response to this RFP.

2.15- Indemnity

The successful Proposer 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 Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.16 – E-Verify

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

2.17 - Addendum

The RFP package constitutes the entire set of instructions to the Proposer. 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 posted on our website and emailed to all known Proposers who notified the Business Officer of their intent to submit a Proposal.

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

2.18 - Compliance with Proposal Requirements

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

2.19 – 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 (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(See Section 5 for Complete Details)**

2.20 – Award

Contract shall be awarded to the Proposer who, upon evaluation by the County, has been determined to offer the best proposal to serve the County’s debris monitoring needs, taking into consideration all evaluation criteria described in **Section 4: Proposal Evaluation Criteria**.

2.21 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.

2.22 – Contract Term

The initial term of the Agreement is two (2) years, beginning with the contract award date and continuing through June 30, 2024. The Agreement shall be renewable, at the sole discretion of the County, for an additional two (2) one (1) year periods, with the same terms and conditions.

2.23 - Submission Requirements

2.23.1 The complete original proposal and two (2) hard copies, along with an electronic copy on a thumb drive, must be submitted in a sealed package and received in accordance with the instructions detailed in Section 2.8. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter by the bid deadline. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

2.23.2 Proposal Format: Proposals shall include the following information: Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered. The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

A. QUALIFICATIONS OF THE FIRM

Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:

1. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, amount and date of the contract.
2. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
3. Experience representing Local governments with various state and federal funding sources and reimbursement processes, including Federal

Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Natural Resource Conservation Service (NRCS).

4. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, mass animal mortality, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

B. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA Public Assistance – experienced staff, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. New Hanover County strongly prefers that the proposer's personnel be able to demonstrate experience managing hurricane debris monitoring for at least (5) five government entities involving a minimum of 500,000 cubic yards of debris for each client.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, mass animal mortality, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. METHODOLOGY/TECHNICAL APPROACH

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Include a description of software/hardware used both in the field for ticket generation, and in the office for data compilation and reporting.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the

cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County **at cost without markup**.

- 2.24 It is the sole responsibility of the PROPOSER to assure that they have received the entire Request for Proposal.
- 2.25 The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone.
- 2.26 Proposers must acknowledge receipt of all addenda issued on the Proposal Form when submitting their bid. Bidders who fail to acknowledge receipt of all addenda will be DEEMED NONRESPONSIVE AND THEIR BID REJECTED. Bidders may obtain copies of addenda by visiting <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>. Bidders may also call Kim Roane at (910) 798-4402 or email [kroane@nhcgov.com](mailto: kroane@nhcgov.com) to check for the issuance of any addenda before submitting your bid proposal.
- 2.27 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on New Hanover County. No employee of New Hanover County is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
- 2.28 RESERVATION OF COUNTY'S RIGHTS: In addition to all other rights provided the County under State law, the County specifically reserves the following rights:
 - A. County reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
 - B. County reserves the right to select the proposal that it believes will serve the best interest of County.
 - C. County reserves the right to reject any or all Proposals.
 - D. County reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
 - E. The County reserves the right to waive any informality, irregularity or immaterial errors in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.
 - F. County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal. Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the County may deem necessary to further evaluate the proposer's qualifications.

- G. County reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
 - H. In the event only one responsive proposal is received, the County reserves the right to award to the sole proposer; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.
- 2.29 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for New Hanover County and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
- 2.30 Contract: The contract between New Hanover County and the contractor shall consist of:
 - (1) The Request for Proposal (RFP) and any amendments thereto, and
 - (2) The proposal submitted by the contractor in response to the RFP.
 - (3) Contract #22-0528 between New Hanover County and the Contractor. (See DRAFT Contract included for review in Section 6.In the event of a conflict in language between the RFP document and the proposal submitted by the contractor in response to the RFP, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, New Hanover County reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal.
- 2.31 Termination of Contract: New Hanover County may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should New Hanover County exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.
- 2.32 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 2.33 Minority/Women Business Enterprise (MWBE) Policy: It is the policy of the County to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to New Hanover County. Proposers are required to make Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs. The MWBE Form (attached) must be completed and submitted with the proposal.

Section 3– Scope of Work

SCOPE:

A. DEBRIS MONITORING SERVICES:

The selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas: Specific services may include:

1. Response Time: Immediate response upon activation by the County for conferencing/planning purposes, with on-site presence of project manager and team following within 60 hours of activation, or later as directed by the County. **Note:** proposer must complete the Response Time Commitment included on the Cost Proposal and Response Time Commitment form to be submitted with the Proposal package.
2. Coordinating daily briefings, work progress, staffing, and other key items with the County.
3. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
4. Scheduling work for all team members and contractors on a daily basis.
5. Hiring, scheduling, and managing field staff.
6. Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
7. Assisting the County with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. Entering load tickets into a database application.
10. Digitization of source documentation (such as load tickets). Contractor must provide the capability of reporting debris recovery and removal volume and cost sorted by detailed categories as required by New Hanover County and/or FEMA. Examples are:
 - a. NCDOT maintained roads.
 - a. Private roads that are dedicated for public use.
 - a. Private roads publicly used.
 - a. Gated community roads.
 - a. Roads with signage that include the word “private” or “no trespassing.”
 - a. Roads within a subdivision wherein the subdivision sign is marked “private.”
11. Developing daily operational reports to keep the County informed of work progress.
12. Development of maps, GIS applications, etc. as necessary.
13. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

14. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
15. Disaster related damage assessment and reconstruction services, as needed.
16. Final report and appeal preparation and assistance.
17. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's Proposal.
18. Other disaster recovery services as requested by the County.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

If requested by the County, the Contractor shall provide:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSRS locations and staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and preparation of information and/or reports for County management and Boards.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.
9. Other emergency management and consulting services identified and required by the County.

C. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Contractor shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the County, with document preparation of permanent work projects.

Section 4: Proposal Evaluation Criteria

Basis of Award: The evaluation criteria listed below define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The County reserves the right to select the proposal that it believes will serve the best interest of the County.

Proposals will be assessed using the following process:

| Possible Points | Factor |
|-----------------|---|
| 35 points | Qualifications of the Firm and Staff: Experience, Expertise, and Reliability |
| 40 Points | Methodology/ Technical Approach |
| 25 Points | Cost Proposal |

PROPOSER'S EXPERIENCE, EXPERTISE, AND RELIABILITY – 35 POINTS

- Proposers shall submit with their Proposals, a brief history of the organization.
- Proposers shall provide an explanation of its experience in providing debris monitoring services under emergency conditions.
- Proposers shall provide a detailed description of the four largest events the company has provided the requested service or resource in the past five years. That description should include, at the minimum, a description of the provided service or resource, the number of days the assignment lasted, and the number of employees used for that assignment. Please include contact names and telephone numbers of the clients for these events

PROPOSER'S METHODOLOGY – 40 POINTS

- Proposers shall thoroughly describe its capability to perform/facilitate the services required, to include methodology, approach, available operational facilities and/or number of locations, etc (if applicable), and a detailed plan on how it would meet the County's requirements during a disaster event.
- Proposers shall address in its response and timeliness for the mobilization and staging/set up abilities for delivering resources (if applicable) to multiple locations affected by the disaster(s). For example, if a neighboring jurisdiction also affected by the disaster has contracted with the Proposer, how will the Proposer ensure the full needs of New Hanover County are met?

- Proposers shall address in its response the demobilization and break down/clean up abilities to remove the resources (if applicable) from multiple locations.
- Proposers shall describe the technology used for recording and reporting debris monitoring, and describe the acceptance by FEMA for the resultant reports.
- Proposers shall address the number of employee's it would dedicate to this effort and a list of equipment the company owns to meet the requirements described herein.

PROPOSER'S COST FOR SERVICES – 25 POINTS

- Proposers shall provide a detailed description and cost for the proposed project using the Cost Proposal Form and any additional pages necessary to provide full costs. Prices quoted shall be firm for the initial contract term and all approved extension periods.

Section 5– Federal Uniform Guidance

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

UNIFORM GUIDANCE REQUIRED CONTRACT PROVISIONS ADDENDUM

- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- III. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- IV. Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency Administrator or the Comptroller General of the United States.

- V. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The 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 the Federal awarding agency.
- VI. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 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 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- VII. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- VIII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- IX. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- X. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or Proposal for an award exceeding \$100,000 must 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 must 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 non-Federal award.
- XI. Procurement of recovered materials. 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

- XII. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.
- XIII. Federal Government Hold Harmless. This Agreement is made upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- XIV. Domestic Preference Clause. Pursuant to 2.C.F.R. 200.322 Contractor, as appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement and other manufactured products.
- XV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services
As used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) (Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source,

the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Section 6– Proposal Form

**NEW HANOVER COUNTY
RFP 22-0528
PREPOSITION CONTRACT FOR DEBRIS MONITORING SERVICES**

Deadline for Receipt of Proposals: WEDNESDAY, MAY 18, 2022, AT 2:00 PM EST

COST PROPOSAL and RESPONSE TIME COMMITMENT

I have read and understand the requirements of this Proposal, RFP# 22-0528, and agree to provide the required services in accordance with this Proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost **without mark-up**.

| | |
|------------------------------------|----------|
| Project Manager | \$ _____ |
| Operations Managers | \$ _____ |
| GIS Analyst | \$ _____ |
| Field Supervisors | \$ _____ |
| Debris Site/Tower Monitors | \$ _____ |
| Load Ticket Data Entry Clerks | \$ _____ |
| Billing/Invoice Analysts | \$ _____ |
| Project Coordinators | \$ _____ |
| Field Coordinators (Crew Monitors) | \$ _____ |
| Environmental Specialist | \$ _____ |
| Crew Monitors | \$ _____ |

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Proposer offers and agrees to furnish and deliver any or all items upon which prices are Proposed, at the prices set for each item within the time specified herein. By executing this Proposal, the undersigned Proposer certifies that this Proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Proposer as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Proposal, the undersigned certifies to the best of Proposer’s knowledge and belief, that it and its principals are not presently

debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Proposer certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

ADDENDUM # _____ Date _____

ADDENDUM # _____ Date _____

RESPONSE COMMITMENT: We agree to response time commitment (immediate response upon activation by the County for conferencing/planning purposes, with on-site presence of project manager and team following within 60 hours of activation, or later as directed by the County). _____ Agreed _____ Not Agreed

Proposal Form Submitted by Firm’s Authorized Representative:

Printed Name _____

Signature _____

Title _____

Date _____

Certification Regarding Lobbying

(To be submitted with all Proposals or offers exceeding \$100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Proposer's Authorized Official

Printed Name and Title of Contractors Authorized Official

(SUBMIT WITH PROPOSAL)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant (Proposer/Contractor) certifies, by submission of this Proposal 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 Proposer/Contractor also certifies by submission of this 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 (Proposer/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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

Date

Signature of Proposer's Authorized Official

Printed Name and Title of Contractors Authorized Official

(Submit with 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 Proposer
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 Proposer will institute good faith efforts to comply with all requirements of the
MWBE program in providing equal opportunities to MWBEs.

Signature: _____

Date: _____

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of _____ 2022 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide labor and materials necessary for debris monitoring and provide debris emergency management plans, disaster assessment, and reconstruction services in accordance to Exhibit "A", attached hereto and incorporated herein.

2. **Payment.** County hereby agrees to pay for the cost of this Contract upon activation by County for emergency event services, as more specifically detailed in the attached Exhibit "A." Payment is contingent upon a final County acceptance of services.

3. **Time of Performance.** The term of this Agreement shall begin from receipt of Notice to Proceed and continue through June 30, 2024. This Agreement shall be renewable, at the sole discretion of County, for an additional two (2) one (1) year periods, with the same terms and conditions.

4. **Extra Services.** County and Contractor shall negotiate and agree upon the value of any extra services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, their successors and assigns, officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting

from the negligence, willful act, or omission of Contractor its agents, employees and subcontractors in the performance of work or services.

6. Independent Contractor. The parties hereto mutually agree that Professional is an independent contractor and not an agent of County. Professional shall not be entitled to any County employment benefits, including, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10, CG 20 26, and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Professional; premises owned, leased, or used by Professional; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

7.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Professional's insurance.

7.2. Worker's Compensation and Employer's Liability

7.2.1 Contractor shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4 Contractors Pollution Liability

7.4.1 Contractor shall maintain Contractor's Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this Contract.

7.4.2 Contractor's Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses

incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per claim, with an annual aggregate of at least \$1,000,000.

7.4.3 Contractor's Pollution Liability shall include as an additional insured County, its officers, officials, agents, and employees.

7.4.4 If Contractor's Pollution Liability is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that work under the contract is complete.

7.4.5 If the scope of services as defined in this Contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to County evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to County under this Contract must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

7.5 Surety Bond - Performance & Payment Bonds. Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all

modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

7.6. Deductibles and Self-Insured Retentions

7.6.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.6.2 Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, whether or not County is an insured under the policy.

7.7. Miscellaneous Insurance Provisions

7.7.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.7.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.7.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.8. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.9. Evidence of Insurance

7.9.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing

compliance with the insurance requirements prior to commencing the services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.9.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.10. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.11. Conditions

7.11.1. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.11.2. Contractor shall warrant the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Professional without prior written approval of County.

7.11.3. Contractor shall promptly notify the New Hanover Finance and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.11.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.11.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.11.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.11.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.11.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.11.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Standard of Care. Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by Contractor shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.

9. Default and Termination. If Contractor fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause upon thirty (30) days prior written notice. Upon receipt of notice, Contractor shall immediately discontinue the services and, If applicable, placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of all annual appropriation by the New Hanover

County Board of Commissioners. In the event of non-appropriation of funds by the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by Professional upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Subcontracts. The Contractor shall utilize no subcontractors for performing the services to be performed under this Contract without the prior written approval of the County.

13. Entire Contract. This Contract constitutes the entire understanding of the parties.

14. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

15. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

16. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

17. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

18. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Professional shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

19. 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).

20. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Environmental Management
Attention: Kim Roane
3200 US Hwy 421
Wilmington, NC 28401

To Contractor:
Contract Name
Attention: _____
Street Address
City State Zip

21. Assignability. The parties hereto agree that this Contract is not transferable or assignable by Professional without the written consent of the County. The County may unilaterally transfer and assign this contract in its sole election.

22. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

Contractor' Name Placed Here

[SEAL]

BY: _____ (Seal)
Title

ATTEST:

Secretary

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is _____ of _____, a _____ and that by authority duly given and as the act of the limited liability corporation, the foregoing instrument was signed in its name by its _____.

WITNESS my hand and official seal, this ____ day of _____, 2022.

Notary Public

My Commission Expires

*[REST OF PAGE INTENTIONALLY BLANK
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]*

EXHIBIT A SCOPE OF WORK

A. DEBRIS MONITORING SERVICES:

The selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas: Specific services may include:

1. Response Time: Immediate response upon activation by the County for conferencing/planning purposes, with on-site presence of project manager and team following within 60 hours of activation, or later as directed by the County. **Note:** proposer must complete the Response Time Commitment included on the Cost Proposal and Response Time Commitment form to be submitted with the proposal package.
2. Coordinating daily briefings, work progress, staffing, and other key items with the County.
3. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
4. Scheduling work for all team members and contractors on a daily basis.
5. Hiring, scheduling, and managing field staff.
6. Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
7. Assisting the County with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. Entering load tickets into a database application.
10. Digitization of source documentation (such as load tickets). Contractor must provide the capability of reporting debris recovery and removal volume and cost sorted by detailed categories as required by New Hanover County and/or FEMA. Examples are:
 - a. NCDOT maintained roads.
 - b. Private roads that are dedicated for public use.
 - c. Private roads publicly used.
 - d. Gated community roads.

- e. Roads with signage that include the word “private” or “no trespassing.”
 - f. Roads within a subdivision wherein the subdivision sign is marked “private.”
11. Developing daily operational reports to keep the County informed of work progress.
 12. Development of maps, GIS applications, etc. as necessary.
 13. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
 14. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
 15. Disaster related damage assessment and reconstruction services, as needed.
 16. Final report and appeal preparation and assistance.
 17. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant’s proposal.
 18. Other disaster recovery services as requested by the County.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

If requested by the County, the Consultant shall provide:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSRS locations and staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and preparation of information and/or reports for County management and Boards.
6. Technical support and assistance in developing public information.

7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.
9. Other emergency management and consulting services identified and required by the County.

C. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the County, with document preparation of permanent work projects.

NON-DISCRIMINATION STATEMENT

The Contractor certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to New Hanover County or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, Contractor acknowledges and warrants that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling New Hanover County to declare the contract in default and to exercise any and

all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

FEMA COMPLIANCE ADDENDUM

Contractor shall fully comply with the following additional federal provisions set forth below:

I. Equal Opportunity.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor 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.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

II. Davis Bacon Act

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must be required to 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, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant

Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to 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.

c. Additionally, contractors are required to pay wages not less than once a week.

III. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or sub-recipient 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Compliance with the Copeland “Anti-Kickback” Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. 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.

IV. Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.

1. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

2. 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 the contractor or subcontractor 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 subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
3. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 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 paragraphs (b)(1) through (4) of this section.

III. Patent Rights.

1. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

2. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

V. Clean Water Act and Federal Water Pollution Control Act.

3. The contractor 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.
4. The contractor agrees to report each violation to the County and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
5. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. The contractor 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.
7. The contractor 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 the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

VI. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).
- b. The contractor 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.
- c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer 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.

VII. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- a. 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 who in turn will forward the certification(s) to the awarding agency.

- b. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION
REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

VIII. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor 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.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

IX. Access to Records. The following access to records requirements applies to this contract:

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

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- X. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- XI. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- XII. Compliance with Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- XIII. No Obligation by Federal Government. 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.
- XIV. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.