EMERGENCY SERVICES

REQUEST FOR PROPOSAL #27-1-CTY

DISASTER DEBRIS COLLECTION SERVICES

Date of Issue: August 20, 2026

Questions Due Date: Friday, August 28, 2026 at 12:00 PM EST

Proposal Due Date: Wednesday, September 9, 2026 at 3:00 PM EST

Direct all inquiries concerning this RFP to:

Sophia Pate

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

County of Cumberland requests proposals from qualified firms to provide Disaster Debris Collection Services at no immediate or annual cost to the County.

The County intends to enter into two (2) stand-by contracts with a firm to provide the services contained within this RFP. One with a “Primary” contractor and the other with a “Secondary” contractor. The “Primary” contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The “Secondary” contractor will serve as a backup to the Primary for any disaster or emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide, at the guidance and recommendation of the County Manager and/or the Emergency Services Director, when and if the “secondary” contract will be activated.

Cumberland County (population 338,000) is in the southeast section of North Carolina and covers approximately 652 square miles. The most recent population estimates from the Office of State Budget and Management rank the County as the fifth largest county in the State. The County is home to Fort Bragg.

While cost may be one of many considerations used in selecting a firm, the qualifications and competence of the firm will be the paramount considerations in the selection process.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	**Office Address of delivery by any other method (special delivery, overnight, or any other carrier)**
PROPOSAL TITLE: *RFP #27-1-CTY Disaster Debris Collection Services* *Cumberland County Purchasing Office* *Attn: Purchasing Manager* *PO Box 1829* *Fayetteville, NC 28302*	*PROPOSAL TITLE:* *RFP #27-1-CTY Disaster Debris Collection Services* *Cumberland County Purchasing Office* *Attn: Purchasing Manager* *117 Dick Street* *4th Floor, Room 451* *Fayetteville, NC 28301*

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above ***on or before 3:00 PM as per the clock in the Purchasing Office of the Finance Department on Wednesday, September 9, 2026***, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected. Public bid opening will be held at **3:00 PM**, as per the clock in the Purchasing Office of the Finance Department on **Wednesday, September 9, 2026**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

a) Submit **one (1) signed, original executed** proposal response, **one (1)** photocopy, and **one (1)** electronic copy on a flash drive.

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

c) The electronic copy of your proposal must be provided on a flash drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. **Cost sheets should be submitted in Excel format on the flash drive and also be submitted in PDF/hard copy version.**

d) Firms are to submit written proposals which present the firm's qualifications and understanding of the Work to be performed. The firm's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. **The response should be limited to fifty (50) pages double-sided, or as close as possible.**

e) All attached forms **MUST** be **completed** and **signed** by an authorized individual. Forms that are not completed entirely and/or not signed may result in disqualification.

f) Vendors must follow the instructions in Section 3.1 to mark ***any*** pages as "confidential" or the like. Otherwise, the proposer will automatically be disqualified.

g) Vendors are encouraged to review all addendums to ensure they do not include submission instruction changes. Such changes will be applied during bid compliance review.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx . Vendors who submit a notice of intent to bid to **CumberlandPurchasing@cumberlandcountync.gov** will receive addendums by e-mail.

2.3 PROPOSAL QUESTIONS

Written questions shall be e-mailed to **CumberlandPurchasing@cumberlandcountync.gov** by **12:00 PM on Friday, August 28, 2026**. Vendors should enter "***RFP #27-1-CTY Disaster Debris Collection Services: Questions***" as the subject for the e-mail. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, **https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx** and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by e-mail**. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County Department as designated in this RFP. A vendor not in compliance with this provision may be disqualified from contract award.

!IMPORTANT INFORMATION! **CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing.** Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposal and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

1.	Qualifications and Relative Experience of Firm	30 points
2.	Qualifications and Experience of Staff	20 points
3.	Respondents Technical Approach	20 points
4.	Respondents Internal Training	10 points
5.	Cost Proposal	20 points
		100 points

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to request clarification of information submitted.

The County reserves the right to make separate awards to different vendors for one or more line items, to not award one or more line items, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. DISASTER DEBRIS COLLECTION SERVICES

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

1. Coordinating daily briefings, work progress, staffing, and other key items with the County.
2. Scheduling work for all team members and debris haulers/recovery contractors on a daily basis.
3. Hiring, scheduling, and managing field staff.
4. Being responsible for safety and training outlined.
5. Ensuring that all permits have been obtained and maintained.
6. Making sure that all points are GPS'd along with GPS of hanger, leaners, and stumps.
7. Managing debris hauler operations and making/implementing recommendations to improve efficiency and speed up recovery work.
8. Assisting the County with response to public concerns and comments.
9. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring and complying with FEMA regulations and Cumberland County Debris Management Plan.
10. Coordinating debris collection and recordation with Cumberland County's designated debris monitoring Vendor.
11. Digitization of source documentation (such as load tickets).
12. Developing daily operational reports to keep the County informed of work progress.
13. Comprehensive review, reconciliation, and validation of debris removal Vendor(s) invoices prior to submission to the County for processing.
14. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration) and any other applicable agency for disaster recovery efforts by County staff and designated debris removal Vendors.
15. Final report and appeal preparation and assistance.

B. OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publication 104-009-2 to include the options to choose the Alternative Procedures Pilot Program, all applicable State and Federal Disaster Specific Guidances ("DSGs") and policies, and as directed by the DEBRIS MANAGER. **Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved TDSRS (Temporary Disposal Staging and Reduction Site) or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as**

eligible by FEMA Publication 104-009-2 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Vendor by the Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all FEMA eligible debris which is the result of the event under which the Vendor was issued a notice to proceed. This includes, but is not limited to:

1. Vegetative Debris
   a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
   b. Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket. Stumps must have 50% or more of the root-ball exposed to qualify for reimbursement. Chain saw crews may be required to cut up large trees and stumps. Cranes may be required for removal of large trees and stumps.
   c. Remains of standing trees which are obviously damaged beyond salvage.

2. Construction and Demolition (C&D) Debris
   a. Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
   b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like. White goods shall be separated from other wastes and disposed of properly.
   c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
   d. Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

C. DESCRIPTION OF DESIGNATED AREA

The designated area for debris removal is bounded by the boundaries of the County and includes all public right-of-ways, easements, parks, alleys, and debris staging areas within the unincorporated areas of the County. Municipalities within the County may assign debris removal responsibilities for some or all of their streets to the County. Debris removal performed on these municipal roadways will be performed as identified by the Debris Manager.

1. All debris identified by the Debris Manager shall be removed. The Vendor shall make up to four complete passes through the County, removing all debris along each street Right-of-Way ("ROW"). Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the Debris Manager, in writing. Any debris picked up and not already approved by the County shall be the monetary responsibility of the contractor.

2. Vendor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.

3. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

4. All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the Temporary Disposal Staging and Reduction Site ("TDSRS"), unless approved in advance by the Debris Manager.

5. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. Hand crews and rakes will be required.

6. Vendor will provide an on-site Project Manager to the County and the Debris Manager. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will be expected to attend daily meetings with the Debris Manager and/or Debris Manager Representative. Daily meeting topics will include, but not limited to volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the Debris Manager. Vendor Project Manager must be available 24 hours-day, or as required by the Debris Manager.
7. The County will provide the Vendor with TDSR sites or their own processing facilities. The Vendor will be responsible for returning the TDSRS or its facilities to its original condition.
8. At present, no definitive TDSR sites have been identified within the County. The location of the designated sites will be provided to the Vendor at the time of the award of a work order hereunder.
9. Vegetative waste will be processed at the Wilkes Road Treatment and Processing Facility, 771 Wilkes Road, Fayetteville, NC and non-biodegradable waste will be disposed of at the Ann Street Landfill, 698 Ann Street, Fayetteville, NC.
10. County does not warrant or guarantee the availability or use of any dump sites. <u>Vendor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the Debris Manager. The County will maintain ownership of all reduced and unreduced debris assigned to the Vendor for removal until the debris reaches the final disposal site. The Vendor will, at no time, take ownership of the debris unless approved, in writing, by the Debris Manager.</u>
11. Payment for disposal costs such as tipping fees incurred by the Vendor at permitted disposal facilities, or other County approved sites that meet Local, State, and Federal Regulations for disposal, will be made at the cost incurred by the Vendor. Vendor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Vendor payment to the disposal facility.
12. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.
13. The County reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

D. EMERGENCY ROAD CLEARANCE

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear debris from roadways, and waterways within the unincorporated areas of the County, to make them passable immediately following a declared disaster event.

1. Clearance of these roadways will be performed as identified by the Debris Manager.
2. The cost estimate for this contract will be based on a unit price.

E. ROW VEGETATIVE DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the NCDOT ROW to a County approved TDSRS or other designated disposal facility. The cost estimate for this contract will be based on a unit price.

1. Vegetative debris existing in the NCDOT ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, County property, alleys, and County debris staging areas.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

3. Removal of vegetative debris in the County will be performed as identified by the Debris Manager.

F. ROW C&D DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris in the ROW of roads within the County to a County approved TDSRS or other designated disposal facility. The cost estimate for this contract will be based on a unit price.

1. C&D debris in the ROW of roads within the County is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, County property, alleys, and County debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the ROW of roads within the County will be performed as identified by the Debris Manager.

G. REMOVAL AND TRANSPORT OF LEANING TREES, HANGING LIMBS, AND UPROOTED STUMPS

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees, hanging limbs, and uprooted stumps in the ROW of roads within the County. Further, debris generated from the removal of hazardous trees, hanging limbs and uprooted stumps in the ROW of roads within the County will be transported to a County approved TDSRS or other designated disposal facility. The cost estimate for this contract will be based on a unit price.

1. Removal and transportation of hazardous trees, hanging limbs and uprooted stumps in the ROW of roads within the County and private property, as well as scattered vegetative debris on private property, will be performed as identified by the Debris Manager. Stumps must have 50% or more of the root-ball exposed to qualify for reimbursement. Filling of the hole should be considered. All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Vendor, in writing, by the Debris Manager. Proper documentation for the removal of hazardous trees, limbs, and stumps must be completed and submitted to the Debris Manager.
2. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the COUNTY or its authorized representative. The County will provide specific Right-of-Entry ("ROE") legal and operational procedures. Legal Authority and indemnification and public interest must be established to qualify for reimbursement.

H. DEMOLITION, REMOVAL, AND TRANSPORT OF STRUCTURES

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the County. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved TDSRS or other designated disposal facility. The cost estimate for this contract will be based on a unit price.

1. Removal and transportation demolished structures and scattered C&D debris on private property, will be performed as identified by the DEBRIS MANAGER.
2. Entry onto private property will only be permitted when directed by the DEBRIS MANAGER. The COUNTY will provide specific ROE legal and operational procedures.

3. Vendor is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

I. TDSRS MANAGEMENT AND OPERATIONS

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS' for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the DEBRIS MANAGER.

1. The management of TDSR sites will be in accordance with Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in sections 23.1, 23.2, 23.3, 23.4, and 23.5 herein.
3. Vendor is responsible for providing TDSRS traffic control.
4. Vendor is responsible for providing TDSRS dust control.
5. Vendor is responsible for providing 24-hour site security.
6. Vendor shall provide a tower from which the County or its authorized representative can make volumetric load calls. The tower provided by the Vendor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement. If needed, Vendor will also be responsible for providing a tower at the County's landfill if material is hauled directly to this location and not to a temporary debris site.
7. Vendor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, Vendor shall remediate the site to pre-disaster condition and obtain a written release from the COUNTY and/or its authorized representative as well as the property owner.

J. GRINDING (REDUCTION OF STORM GENERATED DEBRIS)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the DEBRIS MANAGER. Grinding must be approved by the Debris Manager prior to commencement of reduction activities.

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. Vendor must obtain approval to reduce C&D debris from Debris Manager. If approved for reduction by Debris Manager, C&D debris must be reduced via grinding in order for the County to compensate the Vendor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.
3. Incineration (Reduction of Storm Generated Vegetative Debris)

   Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the Debris Manager. Incineration must be approved by the Debris Manager prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the TDSRS.
4. If incineration is allowed, it must be specific to the TDSRS when it is identified. Incineration will only be allowed with burn boxes in accordance with DEQ Air Quality Requirements. Air curtain burners shall not be allowed. Vendor shall be responsible for all Title V permitting and fees.

K. HAUL-OUT OF REDUCED DEBRIS TO FINAL DISPOSAL SITE

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a County approved TDSRS to a final disposal facility.

1. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

L. ABANDONED VESSEL REMOVAL

Under this contract, work shall consist of the removal of abandoned vessels from County Waterways. The removed vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

M. ABANDONED VEHICLE REMOVAL

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

N. ANIMAL CARCASS REMOVAL AND DISPOSAL

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the County. The carcasses will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

O. ASBESTOS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

P. DEBRIS SITE TOWER SPECIFICATIONS

1. The Vendor shall provide one tower at each dumpsite for the use of County representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10’ from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet, on all (4) four sides.
2. The Vendor shall provide one portable restroom facility at each dumpsite for the use of County representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations.
3. Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower.

Q. EQUIPMENT

All trucks and other equipment must comply with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. All vehicles will be inspected by the Solid Waste Director. Each vehicle shall be assigned a number.

1. Sideboards or other extensions to the bed will be allowed provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two inch by (6) six-inch boards or greater and not to extend more than (2) two feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized County representatives prior to its use by the Vendor.
2. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Vendor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor mix debris hauled for others with debris hauled under this contract.
3. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber-tired equipment must be approved for use on the road by the Debris Manager.
4. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction. Trucks without solid tailgates should be prohibited. FEMA only funds up to a maximum of 85% of the debris in trucks without solid tailgates.

R. TRAFFIC CONTROL

The Vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Vendor work areas.

1. Vendor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
2. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
3. All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time proposals are received.

S. EXISTING UTILITIES

Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In such case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Vendor shall pay all costs to the utility company for any damage to the utility company property caused by the Vendor.

1. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Vendor.

T. ENVIRONMENTAL PROTECTION

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

1. The Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the approval of the Debris Manager. Vendor shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.
2. The Vendor shall comply with all federal, state and local Laws, Rules, Regulations and Ordinances regarding environmental protection.

U. DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.

1. Vendor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
2. The Vendor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached throughout the duration of the project.
3. "Load tickets" will be provided by the County or its representative for recording volumes of debris removal.
4. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
5. Load tickets will be issued by an authorized representative of the County at the loading site. The County representative will keep one copy of the ticket and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the County representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County representative present at the dumpsite. The County representative will validate, enter the estimated debris quantity, and sign the tickets. The County will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Vendor's records. If debris is coming directly to a County processing facility, then the Vendor will be provided a weight ticket for the tonnage of the material delivered to the site.
6. The Vendor shall give written notice of the location for work scheduled 24 hours in advance.
7. Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. INTRODUCTION: COMPANY INFORMATION AND EXECUTIVE SUMMARY

Each respondent shall provide the following company information:

1. Firm's name and business address, including telephone, fax number, email address, and website address.

2. The legal nature of the entity (individual, partnership, corporation, etc.) and list the names of all officers, partners, principals, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, address and telephone number of the firm's authorized negotiator for this project. The person identified must be authorized to make binding commitments for the firm and its subcontractors.
5. Information concerning any current violations which may cause conflict with or affect the ability of the proposer to provide scope of services, or any litigation to which responding firm is a party within last three years concerning or relating to it providing similar scope of services.

B. QUALIFICATIONS AND EXPERIENCE OF FIRM

Each respondent shall provide the following information:

1. Firm's name and business address, including telephone number, fax number, email address, and website address.
2. The legal nature of the entity (individual, partnership, corporation, etc.) and list the names of all officers, partners, principals, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, address, and telephone number of the firm's authorized negotiator for this project. The person identified must be authorized to make binding commitments for the firm and its subcontractors.
5. Information concerning any current violations which may cause conflict with or affect the ability of the proposer to provide scope of services, or any litigation to which responding firm is a party within the last three years concerning or related to it providing similar scope of services.
6. Provide a description and history of the firm focusing on previous governmental experience.
7. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
8. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
9. Recent experience managing disaster recovery operations in similar geographic jurisdictions, including, but not limited to; tree and limb removal, power line operations, thoroughfare clearing, Right-of-Entry debris removal, and C&D debris separation and removal.
10. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services involving between 500,000 and 1,000,000 or more cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract, and amount of contract. **Vendors may submit references that are similar in scope but less than the specified cubic yards of debris.**
11. Detailed listing of Contractor's equipment and resources, including collection and hauling vehicles.
12. Construction drawings for OSHA compliant temporary inspection towers.
13. Provide a list of subcontractors and specify if any meet MBE/HUB standards. Additionally, specify the percentage of subcontracted work.
14. Provide a list of existing contracts.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

C. QUALIFICATIONS AND EXPERIENCE OF STAFF

This section should include key project staff (management staff including, but not limited to; project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.). The staff included shall be full-time employees of the proposing firm.

1. Provide an organizational chart and summary of staff qualifications. This section should include:
   - Current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
   - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
   - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

D. RESPONDENTS TECHNICAL APPROACH

The section should be concise and should present only information that is relevant to this project. Include, at a minimum:

1. A detailed description of the proposing firm's technical approach to the project to include startup procedures/requirements, debris estimate methodology, billing/invoices reporting procedures the County.
2. Provide a timeline detailing the pre-event planning (based on hours/days after notice to proceed after event).
3. Describe in detail the mobilization plan that will be utilized to get trucks in place to begin debris removal.
4. Explain in detail the operations plan that will be put in place to ensure that debris is collected in a timely and efficient manner.

E. RESPONDENTS INTERNAL TRAINING

A copy of respondent's internal training program. Provide under separate cover the respondent's training manual. This manual will not count towards the limit of pages for this proposal since it is being requested under separate cover. If respondent considers the training manual to be confidential proprietary information, it should so state and should so label the training manual submitted.

F. COST PROPOSAL

Cost must be submitted using ***Attachment C***. Cost shall be all inclusive.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR. The COUNTY of Cumberland shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

5.5 CONTRACT TERM

The COUNTY intends to enter into a two (2) year contract, beginning on the date of contract award (the “Effective Date”), with the option to extend the contract for one (1) additional two (2) year term upon mutual agreement of both parties.

5.6 RECORDS

The CONTRACTOR awarded this contract shall maintain adequate records to document and justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this contract. This information shall be made accessible at the CONTRACTOR's place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without limitation or restriction.

5.7 RESPONSE TIMELINE

The Emergency Management Director or his/her designee will notify the CONTRACTOR to place them on alert status to be prepared to move into the Cumberland County area within 24 hours after receipt of a Notice to Proceed from the COUNTY.

5.8 WRITTEN NOTICE TO PROCEED

The COUNTY shall issue an official written notice to proceed for work pursuant to this contract. The notice shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the COUNTY be liable for any work performed unless the written notice to proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written notice to proceed prior to proceeding. **Additionally, no**

work shall commence until a contract amendment is processed to incorporate a "not to exceed" amount into the contract language.

5.9 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.10 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.11 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to- year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.12 FINANCIAL STABILITY

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

5.13 APPLICABLE FEMA CLAUSES

Whether specified explicitly or not, this contract shall incorporate inhere all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses, attached and incorporated herein as ***Attachment H***. **To ensure compliance with all federal contract requirements, additional contract terms and conditions may be added to the final executed contract by the County**. If any applicable federal terms are modified during the contract period, such requirements shall be incorporated herein.

5.14 LICENSE, PERMITS AND CERTIFICATIONS

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the CONTRACTOR entirely at its own expense.

5.15 SAFETY

CONTRACTOR shall be solely responsible for maintaining safe working conditions and practices at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

5.16 WORK SCHEDULE

Monday through Saturday, the Contract hours shall be 7:00 AM through 7:00 PM. The Contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the COUNTY. This is subject to change upon agreement by the COUNTY. The COUNTY landfill is normally open 6:30

AM to 4:00 PM M-F and 8:00 AM to 12:00 PM on Saturday. The landfill does not operate on Sunday. CONTRACTOR shall guarantee a minimum of 10 tickets per hour during extended hours.

5.17 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.18 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.19 NON-WAIVER OF RIGHTS

The COUNTY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

5.20 ENTIRE CONTRACT

This contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.21 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.22 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state, and local standards, regulation, laws, statutes and ordinances regarding toxic, hazardous and solids wastes and any other pollutants: public and private nuisances: health or safety: and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, Occupational Safety and Health Administration (OSHA), the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR will indemnify and hold harmless the COUNTY for CONTRACTOR's failure or neglect to comply with its obligations under this section.

5.23 ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

If the CONTRACTOR proposes to subcontract work in this Project, the subcontractor and the activity in this project are to be identified in the proposal. CONTRACTOR shall perform at least 50% of work. All subcontractors must be approved by the COUNTY and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The CONTRACTOR shall be fully responsible and accountable to the COUNTY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

5.24 CONTRACT CANCELLATION

Termination of this contract shall be in accordance with the *Termination Clause* contained in *Attachment H*.

5.25 INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR.

5.26 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.27 PUBLIC OR PRIVATE PROPERTY DAMAGE

CONTRACTOR shall be responsible for all damage, injury, or loss to any property.

CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

CONTRACTOR failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

5.28 DISPUTE RESOLUTION

CONTRACTOR and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the COUNTY, all litigation shall be commenced in the appropriate division of the General Court of Justice in Cumberland County, North Carolina.

5.29 OTHER MUNICIPALITIES

The County may provide assistance through this contract to municipalities located within the County of Cumberland. Those municipalities consist of Town of Eastover, Town of Falcon, Town of Godwin, Town of Linden, Town of Stedman and Town of Wade.

5.30 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-143.1. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

5.31 PAYMENT SCHEDULE

The COUNTY, or its authorized agent, will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The CONTRACTOR will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the COUNTY.

Invoices must be submitted to the COUNTY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the DEBRIS MANAGER.

5.32 PENALTIES

CONTRACTOR is subject to a decrease of mileage fee by 50% if sites are missed on the first pass through.

5.33 PERFORMANCE REQUIREMENTS

Performance and Payment Bond: Selected CONTRACTOR(s) will be required to post a performance and payment bond in an amount of 100% of the estimated contract price. The estimated contract price will be determined at the time of the event due to the severity of the storm. The bond shall continue throughout the contract execution period, when the DEBRIS MANAGER issues a Notice to Proceed, until such time as the scope of work contained in this contract is completed as determined by the DEBRIS MANAGER.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S.

The CONTRACTOR shall provide surety bonds wherein Surety waives notice of any and 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 by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

COUNTY'S right to carry out the work:

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails after receipt of written notice from the COUNTY to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than 24 hours, the COUNTY may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the CONTRACTOR the cost of correcting such deficiencies, including compensation for the COUNTY'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the COUNTY.

5.34 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.

b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

5.35 INVOICES

a) Invoices must be submitted to the following address:

FINANCE DEPARTMENT
P.O. BOX 1829
FAYETTEVILLE, NC 28302

b) Any applicable taxes shall be invoiced as a separate item.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.

2. **DISQUALIFICATION:** Cumberland County reserves the right to disqualify any firm upon reasonable evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification.

3. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.

4. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.

5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

6. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited and will result in disqualification.

7. **INCURRING COST:** Cumberland County shall not be liable for any cost incurred prior to the execution of the contract.

8. **SUSTAINABILITY**: To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.

9. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's EVP site and the County's Vendor Self Service website.

10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.

11. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

    If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

    All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

    The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

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

14. **PROTEST PROCEDURES**: Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this IFB may file a protest of the award of the contract, or any other matter relating to the process of soliciting the Bids. Such a protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. All protests must be filed with the Cumberland County Purchasing Department CumberlandPurchasing@cumberlandcountync.gov . The protest shall be filed no later than 3:00 PM of the tenth (10^{th}) day after notification of award.

15. **EQUAL OPPORTUNITY:** Vendors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

16. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

17. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx.

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ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

________ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

________ This proposal was signed by an authorized representative of the Contractor.

________ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

________ All labor costs associated with this project have been determined, including all direct and indirect costs.

________ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

________ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

<table>
<tr><td colspan="4">VENDOR:</td></tr>
<tr><td colspan="2">STREET ADDRESS:</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & COUNTY & ZIP:</td><td>TELEPHONE NUMBER:</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td><td colspan="2">FAX NUMBER:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:</td><td>DATE:</td><td colspan="2">EMAIL:</td></tr>
</table>

ATTACHMENT C: PROPOSAL COST

CUMBERLAND COUNTY

DEBRIS QUANTITY ESTIMATES

These estimates are based on the U.S. Army Corps of Engineers planning formula using a Category 2 Hurricane including a wet pre-storm. This is provided as an example only. It will be the responsibility of the CONTRACTOR in conjunction with the DEBRIS MANAGER at the time of the event.

Estimated Population:	335,000
Estimated Households:	100,000
Wet Pre-Storm:	1,352,000 cubic yards
Clean Woody Debris (30% of Total):	405,600
Mixed C & D (70% of Total):	946,400

SCHEDULE 1 – UNIT RATE PRICE SCHEDULE					
Ref. to Section No. of RFP	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Line Item Price**
		(a)	(b)	(c)	(a) x (c)
4.1E	Collect & Haul Vegetative – ROW				
	0 miles – 15 miles	1	CYD		
	0 miles – 15 miles	1	TON		
	15.1 miles – 30 miles	1	CYD		
	15.1 miles – 30 miles	1	TON		
	>30.1 miles	1	CYD		
	>30.1 miles	1	TON		
4.1 F	Collect & Haul C&D – ROW				
	0 miles – 15 miles	1	TON		
	15.1 miles – 30 miles	1	TON		
	>30.1 miles	1	TON		
4.1 G	Remove, Collect, & Haul Vegetative – ROW/ROE				
	0 miles – 15 miles	1	CYD		
	0 miles – 15 miles	1	TON		
	15.1 miles – 30 miles	1	CYD		
	15.1 miles – 30 miles	1	TON		
	>30.1 miles	1	CYD		
	>30.1 miles	1	TON		
4.1 G (1)	Removal of Hazardous Trees				
	6” – 12”	1	EACH		
	13” – 24”	1	EACH		
	25” – 36”	1	EACH		
	36” – 48”	1	EACH		
	49” and greater	1	EACH		
4.1 G (1)	Removal of Dangerous Hanging Limbs	1	EACH		
4.1 G (1)	Removal of Hazardous Stumps				
	24” – 36”	1	EACH		
	36” – 48”	1	EACH		
	48” and greater	1	EACH		
4.1 H	Demolish, Collect, & Haul C&D – ROW/ROE				
	0 miles – 15 miles	1	TON		
	15.1 miles – 30 miles	1	TON		
	>30.1 miles	1	TON		

4.1 I	TDSR Site Management	1	CYD		
4.1 J	Reduction by Grinding	1	TON		
4.1 J (3)	Reduction by Incineration	1	CYD		
4.1 K	Haul-out of Reduced Debris				
	0 miles – 15 miles	1	CYD		
	0 miles – 15 miles	1	TON		
	15.1 miles – 30 miles	1	CYD		
	15.1 miles – 30 miles	1	TON		
	>30.1 miles	1	CYD		
	>30.1 miles	1	TON		
4.1 L	Removal of Vessels	1	Linear FT		
4.1 M	Removal of Vehicles	1	Per Unit		
4.1 N	Removal of Animal Carcasses	1	Per Unit		
4.1 O	Removal of Asbestos	1	LB		

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type – Ref. to Section 4.1 Q	**Hourly Equipment Rate**
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12’ Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	**Hourly Labor Rate**
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, flag person	

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: ____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: ____________________________

☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

____

Signature Date

____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: 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.

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

The Contractor, _______________________, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

ATTACHMENT F: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT State of North Carolina County of Cumberland

____________________________, being first duly sworn, deposes and says that:

l. He/She is the ___________________ of ___________________________, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature ____

Printed Name: ____________________________

Title: ____________________________________

Date: ___________________________________

Subscribed and Sworn to Before Me,

This ______ day of ___________________, _____

Notary Public _____________________________

My Commission Expires: ____________________

ATTACHMENT G: CERTIFICATION REGARDING BUILD AMERICA, BUY AMERICA ACT (BABAA)

Certification for FEMA Financial Assistance Programs Subject to BABAA

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

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____________________ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, _______________________, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

ATTACHMENT H: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This ***Attachment H*** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

5. Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

6. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) 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.

(2) 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.

(3) 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.

Federal Water Pollution Control Act:

(1) 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.

(2) 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.

(3) 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.

7. Access to Records and Reports

The following access to records requirements apply to this contract:

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

(2) 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.

(3) 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.

(4) In compliance with section 1225 of the Disaster Recovery Reform 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.

8. 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 recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

11. Termination

(1) ***Termination Without Cause***. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) ***Termination for Default by Either Party***. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Any dishonest reporting or inaccurate representation of material will be grounds for immediate termination. Inadequate staffing and trucking may also be grounds for termination.

(3) ***Additional Grounds for Default Termination by the County.*** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) ***Cancellation of Orders and Subcontracts***. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) ***No Effect on Taxes, Fees, Charges, or Reports***. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) ***Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) ***No Suspension***. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) ***Authority to Terminate***. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) ***Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

12. <u>Remedies</u>

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

13. Debarment and Suspension

(1) 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by the County. 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) 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.

14. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(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.

15. <u>Davis-Bacon Requirements</u>

(1) 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 29 C.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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

16. <u>Copeland "Anti-Kickback" Act</u>

(1) 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.

(2) 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.

(3) 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.

17. <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)</u>

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) 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.

(2) 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $32 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.

(3) Withholding for unpaid wages and liquidated damages.

(i) *Withholding Process.* The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A conractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act

(1) The contractor or subcontractor shall maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

18. Rights to Inventions Made Under a Contract or Agreement
Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. Procurement of Recovered Materials

(1) 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:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) 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 .

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(4) The Contractor should, to the greatest extend practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

20. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

21. DHS Seal, Logo, and Flags

The County and Contractor or Subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

22. Byrd Anti-Lobbying Amendment

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.

23. 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.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(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-

(i) A service that connects to the facilities of a third-party, such a backhaul, roaming, or interconnection arrangements; or

(ii) 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:

(i) 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.

(ii) 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.

25. Domestic Preference for Procurements

The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58 §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

27. Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

28. Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable. https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf

29. Buy Clean

The Contractor is encouraged to use environmentally friendly construction practices in the performance of this Agreement. In particular, the Contractor is encouraged that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

30. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures, or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

31. Retention Requirements

All documents must be retained for a **minimum of three (3) years** from the date of submission of the final federal financial report (SF-425). There are several exceptions to this rule which can be found in 2 CFR § 200.334.