



Request for Proposal Public Assistance / Hazard Mitigation & Grant Management Consulting / Disaster Recovery Services

The Town of Burnsville, North Carolina (the "Town"), is requesting proposals from qualified firms for Professional Services related to all aspects of Federal Public Assistance and Mitigation Assistance following a declared disaster incident. **Proposals due by March 28, 2025 at 4:00p.m.**

Your response to the Request for Proposal would be greatly appreciated. The following key assumptions are to be utilized in preparing your proposal:

Request for Proposal Distribution Date

February 28, 2025

Direct inquiries to:

Direct questions and concerns to

Heather Hockaday, Manager

828-682-2420

hhockaday@townofburnsville.org

2 Town Square, Burnsville, NC 28714

PO Box 97, Burnsville, NC 28714

Article I. Introduction of Project

Section 1.01 Definitions

Unless the context indicates otherwise:

- (a) "RFP" refers to this document as it may be amended or updated.
- (b) "Town" means the Town of Burnsville.
- (c) The "proposal" is the response of a person, service provider, or corporation proposing to provide the services sought by this RFP.
- (d) The word "service provider" is the person, service provider, or corporation that submits a proposal or that is considering submitting a proposal.

- (e) The word “Provider” or “Consultant” is the person, service provider, or corporation with which the Town enters a contract to provide the services sought by this RFP. That is, “Provider” generally refers to a successful service provider that has obtained a fully executed contract with the Town, while “service provider” is generally reserved to the stage before a contract has been signed.
- (f) The word “should” is used to tell service providers what the Town thinks it wants and/or what the project manager thinks is best. Service providers that want to increase the likelihood of being selected will, in general, do what the RFP says service providers “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

Section 1.02 Introduction

The Town of Burnsville, located in Yancey County, is a small, Mountain town located in western North Carolina and has a population of just under 1,700 residents. Yancey County is home to Mount Mitchell, highest peak east of the Mississippi. September 27, 2024 the remnants of Hurricane Helene dropped unprecedented amounts of rain into the rivers, streams and creeks of Yancey County. The devastation created by flooding and landslides was on a scale never seen by anyone in the County or WNC region. The Town limits were spared major structure or roadway damage; however, the Town’s water and wastewater infrastructure facilities and transmission lines were severely damaged during the storm. The Town seeks to protect its interests by securing the services of a qualified disaster recovery management consultant group.

Town staff members are not experienced in handling post disaster environments. The potential for protracted recovery operations and the need to also address daily operations in the recovery setting have led the Town to solicit potential post-disaster assistance and project management from qualified contracting firms.

The Town of Burnsville seeks experienced Providers to work with the Town for the provision of services. A premium will be placed on firms who can demonstrate success and experience in providing the requested services. This RFP is designed to set the parameters around which the Town will seek and evaluate a future partner prior to an award of a contract. We encourage all potential vendors to carefully study the material contained herein as it sets the tone for Town expectations going forward in this endeavor.

Section 1.03 Town Background

The Town operates under a council/manager form of government with the Mayor and four members of the Town Council. The Town’s workforce consists of 28 full time employees providing public safety, public works public works and public utilities, and general government services. These activities are carried out by 4 departments and overseen by the Town Manager and 4 directors.

Additional Resources:

Town of Burnsville website
<https://townofburnsville.org>

Article II: Scope of Work

The purpose of this RFP is for the Town of Burnsville to acquire as-needed comprehensive disaster recovery management services. The selected Provider, working closely with and at the direction of Town staff, will assist, advise and aid in strategically managing the disaster recovery efforts as it relates and FEMA and North Carolina Emergency Management with the Public Assistance (PA) Program. Work may include, but is not limited to the following:

FEMA Public Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
3. Provide knowledge, experience, and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, Environmental and Historic Preservation Management, Davis-Bacon and Section 3 as necessary, Federal Uniform guidance for procurement and contracting requirements under the relevant statutory provisions of 2 CFR 200 and appendices, FEMA Grants portal and NC EM Grants portal operations.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
5. Obtain, gather, analyze and organize field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
6. Review all data and supporting documentation to determine eligible adequate costs.
7. Evaluate and assist in the management of FEMA PA Emergency and Permanent Work Project Worksheets, to include review and management of Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD") and project Scope of Work ("SOW").
8. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
9. Evaluate and advise on alternate and/or improved projects.
10. Evaluate the appropriateness of the use of FEMA programs including Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
11. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/reimbursements.
12. Reconcile eligible costs and prepare PW versions.
13. Prepare first and second appeals, and work with the Town through any arbitration.
14. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and assist in preparation of progress payments.
15. Perform PW closeouts.
16. Prepare projects for audit.
17. Respond to audit findings, as required.

FEMA 404 Hazard Mitigation Grant Program (HMGP)

1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.

2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

Financial and Grant Management Support

1. Advise on FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including Provider costs.
2. Provide general grant management advice.
3. Assists with internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with Town/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of outside Provider/contractor billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, Town) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with staff and FEMA/NCEM Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.
13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include a scope of work which anticipates disaster work and ensures the costs are reasonable in the current market environment.
14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
15. Perform Cost-Benefit Analysis when necessary to support the Town's determination of pursuing reimbursement.
16. Track, monitor and report time and activities performed by Consulting Firm Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.
17. Provide monthly written performance and status reports to the Town on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant assistance programs.

18. Analyze and advise Town staff of any work tasks to be performed by either by Town employees or Consulting Firm Staff that may not be eligible for reimbursement under FEMA guidelines prior to undertaking the task.
19. An active Unique Entity Identifier (UEI) is required at the time of application.

Article III: Request for Proposal

For your service provider's proposal to be considered, the complete proposal must be **submitted via email to hhockaday@townofburnsville.org by 4:00pm on Friday, March 28, 2025**, firms may deliver via courier a copy of their proposal to the physical address below:

Town of Burnsville
Attn: Heather Hockaday
2 Town Square
Burnsville, NC 28714

Note: All times shown as Eastern Standard Time (EST)

Section 3.01: Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold **"Confidential"**.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

Section 3.02: Proposal Format

Proposals must be clear, succinct, and not exceed 40 pages or 20 sheets of 8½" x 11" paper of no less than 12-point font in either printed or electronic form. Responses must follow the format outlined herein. The Town may reject as non-responsive, at its sole discretion, any proposal, or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner. Sections should be tabbed to identify the location of the required information.

- A. Cover Letter/Letter of Intent
- B. Executive Summary
- C. Project Understanding and Approach
- D. Team Organization, Experience and Certifications/Qualifications
- E. Consultants and/or Subcontractors
- F. References
- G. Cost Proposal
- H. Additional Requirements

A. Cover Letter/Letter of Intent

The cover letter shall be addressed to Heather Hockaday, Manager. It must contain the following:

- Identification of organization, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the Town that the potential service provider understands the nature of the work and the level of effort necessary to successfully provide the defined services.

C. Project Understanding, Approach and Schedule

This section shall include, in narrative, outline, and/or graph form the service provider's approach to accomplishing the tasks outlined in the Scope of Services section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

D. Team Organization, Experience and Certifications/Qualifications

The information requested in this section should describe the qualifications of the firm and key staff to demonstrate the Respondent's ability to perform the outlined services. Firms being able to demonstrate the following corporate/individual experience and qualifications will be awarded higher scores in the RFP evaluation process.

1. Corporate Characteristics

- Minimum Standards include experience with:
 - FEMA Public Assistance program
 - Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; Federal Regulations (including 44CFR, 2 CFR Part 200); the Sandy Recovery and Improvement Act; and FEMA policies as a prime Provider.
 - All categories of natural disasters
 - Tracking force labor accounts, equipment reimbursement, supplies, donated services, contracted services, and mutual aid
 - Comprehensive financial management of large-scale disaster recovery and reconstruction programs, including establishment of internal controls and improper payment reviews.
 - Developing Letters of Interest for FEMA 404 and 406 Mitigation programs
 - Demonstration of experience with FEMA closeout and audit requirements
 -
- Preference will be given to firms that can demonstrate experience to the following levels of experience.
 - 10+ years of experience with Public Assistance Grant Program at the federal, state and local level
 - Working with local governments located in the State of North Carolina
 - PA funds to include innovative uses

- Comprehensive administrative and financial management of large scale, post disaster functions
- FEMA pilot programs
- Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.

2. Staff Qualifications

Respondent should submit an organizational chart illustrating team members and relationships for individuals who will be provided in service to the Town in the post disaster response. Included with the organizational chart should be resumes stating the qualifications (including education and years of experience with disaster recovery operations) of the proposed staff members particularly those that will work directly with Town staff. Listed below are the positions that should be included in the organizational chart. Additional consideration will be given in the submission evaluation process for team members whose years of experience who meet or exceed the number in parentheses next to the position.

- Project Executive (15 years)
- Project manager (10 years)
- Project Accountant (5 years)
- Closeout Specialist (5 years)

Include the percentage of time staff propose to work for Town and breakdown of what time will be spent weekly onsite with staff and what time will be spent working remotely for the Town.

Include the number of current contracts the firm is engaged in and how many are in Western North Carolina.

E. Subcontractor Qualifications

The Town desires to enter into a contract with one Respondent that will be responsible for all defined services. If the Respondent plans on using consultants and/or subcontractors as part of its implementation plan, then provide the company profile, name, address, telephone number and email address for all consultants and/or subcontractors providing support. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm's business and reporting relationship with any consultants and/or subcontractors. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any. Include references and resumes for all third-party consultants and/or subcontractors in the proposal. The Town has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

F. References

Provide a list of municipalities/counties that your firm has partnered with for these types of services including any work currently being done in Western North Carolina for Helene specific recovery. Any Town/County from the submitted list may be randomly selected and contacted as part of the Respondent's evaluation process. Each client listed should include the following information.

- Name of Organization and Contact

- Title of Contact
- Address (delivery and email)
- Telephone Numbers

G. Cost Proposal

Respondent should submit a proposal setting forth the defined costs for service. Proposed costs must include hourly rates as set forth in the Cost Proposal Form attached hereto as Appendix B. Experience with reimbursement of category Z FEMA funding should be demonstrated in the cost proposal.

H. Additional Requirements

Respondents shall be required to sign a contract for services developed and approved by the Town. A copy of the terms and conditions required under federal, state and local law for the contract for services is attached hereto. Any proposed exceptions, deletions or additions should be noted at the time of submission of proposal.

Section 3.03: Proposal Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on but not necessarily limited to the following criteria:

Criteria	Weights
Qualifications and experience of the proposed firm for the requested services.	30%
Qualifications and experience of the proposed team members for the requested services.	25%
Demonstration of prior successes with similar services and projects.	20%
Technical approach to the project.	15%
Proposed Cost.	10%

Final Selection

A team, comprised of Town staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The Town team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluation period, the Town of Burnsville reserves the right to interview the top selected firms or all the responding firms. The Town's final selection will be the firm which, in the Town's opinion, is the most responsive and responsible, meets the Town's requirements in providing this service, and is in the Town's best overall interest. The Town maintains the sole and exclusive right to evaluate the merits of the proposals received. The Town reserves the right to waive informalities and to reject any and all proposals.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of Town.

The proposed costs quoted must be held firm for 90 days after the RFP is due. The Town reserves the right to make an award without further discussion of the proposal submitted. The Town shall not be bound or in any way obligated until both parties have executed a contract. The Town also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the Town of Burnsville.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the Town and the Provider including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Provider to perform as represented may result in elimination of the Provider from competition or in contract cancellation or termination.

Documents attached to this RFP:

1. Proposal Certification: **PLEASE SIGN AND RETURN WITH PROPOSAL**
2. Appendix A: Sets forth standard contractual terms and certification requirements
3. Appendix B: Cost Proposal Form: **PLEASE FILL OUT AND RETURN WITH PROPOSAL.**
4. Standard Federal Contract Provisions and Certifications for FEMA service contracts (others may apply)
5. Standard North Carolina Local Government Terms and Conditions
6. Exhibit A: Certification Regarding Lobbying
7. Exhibit B: Certification Regarding Debarment, Suspension, Ineligibility
6. Exhibit C: NC E-Verify Statutes Compliance Affidavit

Comprehensive Disaster Recovery Management Services

PROPOSAL CERTIFICATION

Proposers Signature: _____ Date: _____

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. **It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Co.

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State?

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is the state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Sole Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and titles of managers or member-managers who will execute the contract on behalf of the company?

What is the state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the Yancey County Deed Registry?

If so, please provide the recording information: Deed Book _____ at Page _____.

APPENDIX A

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this *Request for Proposal* solicitation process and will be incorporated into the resulting contract as applicable. Please note that any exceptions to the following requirements, as well as other sections of this *Request for Proposal* should be addressed in a separate section of the Respondent's proposal.

TOWN OF BURNSVILLE STANDARD INSURANCE REQUIREMENTS

Insurance Requirement

If performing services under a contract with the Town of Burnsville, the Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following coverages and limits. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under the Purchase Order:

- a. Workers' Compensation Insurance - Vendor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
- b. Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Vendor does not own automobiles, Vendor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
- d. Additional Insured - Vendor agrees to endorse the Town as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Town of Burnsville as its interest may appear'.
- e. Umbrella or Excess Liability - Vendor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Vendor agrees to endorse Town of Burnsville as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- f. Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the Town.
- g. Cyber Liability - Vendor agrees to maintain Cyber Liability with limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Town reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Vendor's insurer. If Vendor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Vendor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Burnsville
PO Box 97
Burnsville, NC 28714

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town.

Sub-contractors

CONSULTANT shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-Consultant. All coverage for sub-contractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONSULTANT's coverage, and the CONSULTANT shall be responsible for assuring that all sub-contractors are properly insured.

LOCAL GOVERNMENT RIDER (LGR)

The Town of Burnsville Requires a Local Government Rider be attached to all contracts with the Town. The LGR is attached to this RFP and it or an updated version will be part of any eventual contract between the Town and Consultant. **See attached LGR**

FEDERAL CONTRACT PROVISION

A. Federal Applicability

The Work to be performed under this Contract will be financed 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 this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The CONSULTANT is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements will be incorporated into any eventual Contract by reference and shall be incorporated into any subcontract or subcontract executed by the CONSULTANT pursuant to its obligations under this Contract. The CONSULTANT and its sub-Consultants, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulation and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any Town requests, which would cause the Town to be in violation of the Federal awarding agency's terms and conditions. **See attached FEMA Exhibit-Federal Contract Provisions.**

requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (CONSULTANT and lower- tier participants must comply):

APPENDIX B

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the Town of Burnsville at cost without mark-up.

POSITIONS

HOURLY RATES

Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Project Accountant	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Other: _	\$ _____
Other: _	\$ _____
Other: _	\$ _____
Other: _	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

FEMA EXHIBIT FEDERAL CONTRACT PROVISIONS (2 C.F.R. Part 200)

INCORPORATED BY REFERENCE AS IF SET FORTH FULLY HEREIN

In the event of a conflict between the provisions of the Contract to which this exhibit applies and this exhibit, the provisions of this exhibit shall control.

PART I. REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Remedy. In accordance with Part III of this Exhibit C, the parties shall have all remedies available to them under North Carolina law and in equity, including those set forth in this Agreement.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$30,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Remedy. This Agreement may be terminated by Contractor, only with cause, upon Contractor's giving written notice to the Town that is in material breach of this contract and upon such default not having been cured by the Town within 30 days of such notice. The Town may terminate this Agreement upon providing written notice to Contractor that it no longer requires Contractor's services under this contract. Upon such termination by either party, (i) the Contractor shall continue to perform services and develop a plan for the orderly stoppage of the work, which shall include the delivery, or otherwise making available, to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process, and (ii) Town shall pay Contractor all fees and expenses due for services rendered through the 30th day after the notice of termination. Notwithstanding any such Termination, Contractor shall use best efforts to assist the Town regarding any unresolved and unsettled reimbursement claims with FEMA, including through first and second level appeals and as otherwise necessary or requested by the Town. Contract rates and payment terms shall apply to any work performed post termination.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Compliance. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- (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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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. The Town of Burnsville shall upon its own action or upon written request of an authorized representative

of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Compliance. The following terms apply:

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 Town of Burnsville and understands and agrees that the Town 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 Town of Burnsville and understands and agrees that the Town 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.

6. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension). **See attached certification form**
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - (1) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - (2) In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- (3) Specifically, a covered transaction includes the following contracts for goods or services:
 - (a) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (b) The contract requires the approval of FEMA, regardless of amount.
 - (c) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Compliance. The following provides a debarment and suspension clause. It incorporates verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (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 Town of Burnsville. 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 the Town of Burnsville, 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.

7. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Compliance.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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.

SEE ATTACHED CERTIFICATION FORM

8. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Compliance.

- (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—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) 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."

9. DAVIS-BACON ACT. Pursuant to 2 C.F.R. Part 200, Appendix II, the Davis-Bacon Act does not apply to the Public Assistance Program or other FEMA grant cooperative programs outside of the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Port Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **As such, those provisions are inapplicable for this contract executed under the FEMA Public Assistance Program.**

10. COPELAND ANTI-KICKBACK ACT. Recipient and subrecipient contracts are required to include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations. **These provisions are inapplicable for this contract executed under the FEMA Public Assistance Program.**

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES.

Pursuant to Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 and 2 C.F.R. §200.216, Contractor shall not obligate or expend funds on certain telecommunication products or from certain entities for national security reasons. As defined in the statutes set forth herein, no party to this contract, including Contractor's subcontractors, shall obligate or expend any funds to do any of the following:

- A. 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;
- B. 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; or
- C. 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.

12. DOMESTIC PREFERENCES FOR PROCUREMENT.

As appropriate, and to the extent consistent with applicable law, Contractor shall, to the greatest extent practicable, purchase, acquire, and use goods, products, and materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products.

PART II. ADDITIONAL CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following and they are included as follows:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Compliance.

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

- (1) The Contractor agrees to provide the Town of Burnsville, the NC Department of Public Safety, 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 the Disaster Recovery Act of 2018, the Town of Burnsville 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.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Compliance. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Compliance.

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.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Compliance. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. Compliance. 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.

7. AFFIRMATIVE SOCIOECONOMIC STEPS

When possible, Contractor should take steps that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for work under this agreement, which would include consideration of the following steps:

- (1) Providing that these business types are included on solicitation lists;
- (2) Providing that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Consideration of dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. COPYRIGHT AND DATA RIGHTS

Contractor shall comply with the requirements of 2 C.F.R. §200.315 et seq. regarding intangible property and shall provide the federal government and Town the rights to obtain, reproduce, publish, or otherwise use data produced pursuant to this Contract and shall have the right to authorize others to use such intangible property as deemed appropriate.

9. CONTRACTOR'S COMPLIANCE WITH FAIR LABOR STANDARDS EMPLOYEE CLASSIFICATION

Contractor hereby certifies that all employees are properly and correctly classified under the current Fair Labor Standards Act.

_____ (company)

BY: _____

Title: _____

10. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. No immediate family member of any officer, employee, designee or agent of the local government and no member of the governing body shall have any interest, direct or indirect, in any contract or subcontract. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

11. Cost Principles

Any adjustment to the CONSULTANT's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). CONSULTANT further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award.

This requirement extends to all third party Consultants and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

**STANDARD NORTH CAROLINA LOCAL GOVERNMENT CONTRACTUAL TERMS & CONDITIONS
RIDER FOR CONTRACTUAL TERMS OF AGREEMENT FOR SERVICES**

(the "LGR")

THIS LGR is hereby made and entered into by and between TOWN OF BURNSVILLE (the "Town") and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the Town referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the "Contract".

WITNESSETH:

WHEREAS, Town is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, Town has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, Town is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of Town to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS:

1. Contract Incorporation: **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY AND MORE SPECIFICALLY THE SERVICE AGREEMENT BETWEEN MCGILL ASSOCIATES AND THE TOWN OF BURNSVILLE;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms

and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to Town's acceptance of such Contract, and to the validity and enforceability of said Contract against Town by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

2. Contractual Conflict & Precedence: **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.

3. Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same shall be reduced in writing and attached to the Contract labeled as "Additional Terms & Conditions" which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any "Local Government Rider", and shall be separately signed by all parties concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. Public Records & Confidentiality: Town is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, Town shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by Town in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.

2. Limitation on Contractual Authority: Only the Town Council, or its designee or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the Town to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the Town in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.

3. Limitation as to any Indemnification: The Town does not waive any defenses of governmental/sovereign immunity which are available to the Town under North Carolina law and specifically reserves all such rights to defend any claims against the Town as allowable under North Carolina Law.

4. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the Town pursuant to the

Contract, shall not be due or owed by the Town until after actual delivery and acceptance of any such physical items.

5. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by Town.

6. Iran Divestment Act Certification and Israel Boycott list: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, or the Boycott of Israel List created by the NC State Treasurer pursuant to the provisions of NCGS 147-86, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.

7. Constitutional Limitation on Town Indemnification: The parties acknowledge and understand that an unlimited indemnification by Town constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by Town to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.

8. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the Town under the Contract are dependent upon, and subject to, the continuing allocation of funds by the Town Council for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

9. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by Town, the total amount of compensation payable by Town to all parties under the Contract during each fiscal year of Town (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as **“Total annual compensation hereunder Not to Exceed \$ _____, without Town Council’s or their designee’s prior written approval”**. This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by Town from time to time, only through the written approval of the Town Council or their designee which may be given via email.

10. Preaudit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including Town requiring the payment of any public funds is valid unless properly preaudited in the manner required by said statute. The Contract must contain a Preaudit Certificate signed by the Town Finance Officer or their Deputy which shall take the substantially the following form “This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a preaudit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, no obligation for any goods sold or services rendered to Town is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the Town Finance Office at 828-682-2420 with any questions or for further information related to this provision.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law and Forum: The parties may agree to mediation of any or all conflicts arising from this contract. The parties will share a pro-rata cost of any fees associated with mediation. Any filing for breach or enforcement of this Contract shall be filed in the appropriate court of General Jurisdiction located in Yancey County, North Carolina.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
7. Additional Limitation of Scope of Town Indemnification: If applicable, any indemnification given by Town shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of Town's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: Town shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within fifteen days

(15) days written notice thereof by the party alleging such default. If Town cures any default within that period, no breach of the Contract shall be deemed to have occurred.

10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with Town shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the Town for its counter-execution and delivery of a fully signed copy to all parties.

11. Force Majeure: Neither party shall be liable for any failure to accept or make deliveries of any supply, materials or equipment or any personal services which is the result of any interruptions of or delays in transportation, or any other similar circumstance beyond the control of the parties, OR from any other causes beyond the reasonable control of the parties, including, but not limited to : acts of God; strikes or other labor disturbances; acts of terrorism; riots; epidemics and/or pandemics; floods; fires; unusual severe weather conditions; accidents; government actions of state of emergencies declarations; or any other conditions which are outside of the control of the parties hereto.

12. GRANTS: Provider/Contractor acknowledges this project is funded through a FEMA grant administered by the Office of North Carolina Emergency Management (NCEM), which requires reporting as to use of the funds. The Service Provider/Contractor agrees to supply any documentation required by FEMA/NCEM for the management of the Grant as it relates to their services on the project.

SIGNATURES:

ATTEST:

Town of Burnsville:

TOWN CLERK

BY: _____

Title: _____

Date: _____

Provider/Contractor

BY: _____

Title: _____

Date: _____

EXHIBIT A

CERTIFICATION REGARDING LOBBYING

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

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 persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31 USC §1352. 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 Consultant, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 USC §1352, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorize Official

Printed Name and Title of Consultant's Authorized Official

EXHIBIT B

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

1. The prospective lower tier participant (Bidder/Consultant) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The prospective Bidder/Consultant also certifies by submission of this bid or proposal that all sub-contractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. Where the prospective lower tier participant (Bidder/Consultant) is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

EXHIBIT C

STATE OF _____

AFFIDAVIT of COMPLIANCE

COUNTY OF _____

with N.C. E-Verify Sttutes

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

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. §64-25 (5).
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification in accordance with N.C. Gen. Stat. §64-26.

OR

_____ Employer employs fewer than 25 employees in the State of North Carolina and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All sub-contractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Burnsville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20_____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____ 20_____.

Notary Public

[SEAL]

My commission expires: _____