



Request for Qualifications

RFQ # 005-25

**MCB Camp Lejeune and MCAS New River
Military Installation Readiness Review Project**

Issued By:

Onslow County

Purchasing & Contracting

234 NW Corridor Blvd.

Jacksonville, NC 28540

Phone: (910) 455-1750

Date of Issue: October 3, 2025

Submittals Due: 2:00PM, October 31, 2025

KEY INFORMATION SUMMARY SHEET

Request for Qualifications

RFQ # 005-25

MCB Camp Lejeune and MCAS New River Military Installation Readiness Review Project

RFQ Issue Date:	October 3, 2025
Deadline for Questions:	12:00 noon on October 15, 2025
Responses to Questions:	October 20, 2025
Mailing address to submit submittals:	Onslow County Purchasing Department Attn: Christina Russell, Purchasing Division Manager 234 NW Corridor Blvd. Jacksonville, NC 28540
Responses Due:	October 31, 2025 no later than 2:00PM, EST

PART I – PROJECT BACKGROUND AND GENERAL INFORMATION FOR RESPONDENTS

1. GENERAL INFORMATION

Onslow County is soliciting a Request for Qualifications (RFQ) from qualified firms to provide Planning and Engineering Services for a Military Installation Readiness Review ("MIRR") for Marine Corps Base Camp Lejeune and Marine Corps Air Station New River in southeastern North Carolina.

The need to increase the resilience of military installations is immediate in coastal North Carolina. Major hurricanes, flooding, and wildfire are the most dramatic examples, but many other risks threaten the long-term sustainability of local military installations. These risks include natural hazards like increases in the frequency and intensity of tropical storms, coastal erosion, saltwater intrusion, and the risks imposed by extreme heat, droughts, and wildfires. These hazards are compounded by man-made activities and resulting vulnerabilities such as incompatible development and aging infrastructure. The MIRR will support the long-term resilience and sustainability of Marine Corps Base Camp Lejeune and Marine Corps Air Station New River, two of the Department of Defense's most significant military installations serving as critical training and operational centers for the United States Marine Corps, and the communities that support them.

The MIRR will be a collaborative and strategic process that assesses the current and future resilience risks faced by MCB Camp Lejeune, MCAS New River, and the surrounding communities. Stakeholders will include county and municipal governments, military staff and commanders, community stakeholders, educational institutions, and state and local agencies. The core purpose of the MIRR is to identify the risks, hazards, and vulnerabilities related to climate resilience and the ability of these military installations to carry out their missions which could be mitigated through investments and solutions in the surrounding communities. Additionally, work will focus on increased coordination, communication, and collaboration between the installations, local community partners, and surrounding local governments to enhance their individual and collective resilience; leveraging federal resources with state and local expertise; and expanding multi-sector collaborative partnerships that Onslow County has developed, including regional resilience coalitions.

This project will foster a collaborative resilience and readiness effort within the installations' defense supporting communities between our military installations and surrounding municipalities, to build local capacity, develop cross-sector partnerships, and support military readiness and community resiliency. It will enhance hazard readiness and response today, while directly addressing future conditions, supporting long-term planning, adaptation, and mitigation. Both the process and resulting products will increase collaboration, identify responsibilities and capabilities of key stakeholders, and pave the way for joint planning of priority capital improvement projects to benefit the military and communities. The resulting action plan from this MIRR will guide investments in infrastructure and services to enhance the military mission, achieve facility and infrastructure savings, and increase military and civilian readiness and resiliency across the region.

Through increased communication and collaboration between adjoining local jurisdictions, Onslow County, the installations, regional resilience coalitions, and other regional planning organizations, critical military resilience concerns will be integrated into local government and

regional strategies, plans, actions, and investments to protect and enhance the resiliency of military operations and the economic and ecological values these installations provide for the region.

Onslow County hosts two major installations: Marine Corps Base Camp Lejeune, one of the largest Marine Corps training installations in the world, and Marine Corps Air Station New River, the primary helicopter training facility for the Marine Corps. MCB Camp Lejeune encompasses approximately 246 square miles (156,000 acres) and includes extensive training areas, beaches, and wetlands critical for amphibious operations training. The base is home to multiple Marine Expeditionary Units and supports training for all branches of the military. MCAS New River covers approximately 8,951 acres and serves as the East Coast center for Marine helicopter and tilt-rotor training and operations. Onslow County is one of the fastest-growing counties in North Carolina, with significant urban and suburban development surrounding the installations.

The installations' missions contribute significantly to the economies of Onslow and surrounding counties through direct employment, contractor services, and community spending. The installations' environmental stewardship programs protect unique coastal ecosystems, including maritime forests, wetlands, and critical habitat for endangered species such as the red-cockaded woodpecker.

On a broader, regional scale, the installations are anchor points for coastal North Carolina's defense infrastructure and contribute to national security through critical training and operational capabilities. The coastal location provides unique training opportunities but also presents significant vulnerabilities to sea-level rise, coastal storms, and saltwater intrusion. Hurricane Florence in 2018 caused significant flooding and damage to MCB Camp Lejeune, closing the base for several days and highlighting infrastructure vulnerabilities. Historic hurricane patterns show repetitive impacts on the coastal North Carolina region, with additional climate-related risks including extreme precipitation, wind, storm surge, and saltwater intrusion threatening the long-term sustainability of military operations.

Onslow County has a long history of collaboration with the military installations, including joint land use studies, infrastructure planning, and emergency management coordination. Building on these efforts, the MIRR process will support the long-term resilience and sustainability of these critical military installations and the communities that support them.

Onslow County will administer a collaborative and strategic process to assess the current and future natural and man-made resilience risks faced by MCB Camp Lejeune, MCAS New River, and the surrounding communities. Stakeholders include, but are not limited to, county and municipal governments, military commanders, community stakeholders, educational institutions, and state and local agencies.

Onslow County is seeking a general consultant ("Contractor") who can:

- 1) facilitate the stakeholder engagement process;
- 2) work with project participants and carry out a process to identify threats of concern;
- 3) conduct a vulnerability and risk assessment based on identified threats;

- 4) identify mitigation opportunities to reduce risk, and
- 5) carry out analysis, design, and other work activities as outlined in the Scope of Work below.

Onslow County's role in the project will be to:

- 1) serve as the prime applicant for the MIRR;
- 2) handle required federal reporting;
- 3) develop an initial list of key stakeholders and resources;
- 4) establish and coordinate both a technical and policy committee;
- 5) facilitate outreach with local governments, and
- 6) oversee Contractor activities, assignments, and deliverables.

2. **SCOPE OF WORK**

Onslow County seeks Contractor support for the MIRR to provide the following skills and services:

- Subject matter expertise to conduct research, analysis, strategic guidance, advising, resolution strategies and outreach support;
- Technical support services for developing maps of locations of resilience risks and impacts in the study area that are readable within standard Geographic Information Systems (GIS) software (e.g., Esri's ArcMap);
- Additional technical services to complete planning tasks;
- Infrastructure design expertise.

Onslow County envisions this Project to take approximately eighteen months. The project schedule originally submitted to the Department of Defense is outlined below:

September 1 – November 30, 2025: Milestone 1 – Scoping and Contracting (3 mo from initiation)

Onslow County, with input from the City of Jacksonville, MCB Camp Lejeune, and other local government partners will:

- Conduct a kickoff meeting with OLDCC
- The County will serve the support role as a project coordinator during the bidding process for a contractor. The roles of the County during this milestone will include:
 - Support in various grant administration duties
 - Input into a draft Statement of Work and Request for Qualifications to retain the MCB Camp Lejeune Readiness Report Contractor
 - Provide technical analysis of responses to the RFQ for the Readiness Report Contractor
 - Track work products and report timelines, and provide input to the readiness report and other draft deliverables

- Supporting accounting and budget analysis activities to ensure the County, other local government staff, and the installation have accurate and complete information and data for input into the OLDCC's accounting system
- Provide subject matter expertise input into deliverables
- Support the Policy and Cooperative Planning Group meetings (CPG)
- Support the Readiness Report contractor with input and analysis
- Coordinate the Policy Committee and outline roles and responsibilities
- Engage and expand the CPG members, subject to change with input from the contractor. The CPG will include local government and installation staff, ONWASA representatives, JOEMC and Duke electric representatives, and other staff as deemed necessary
- Advertise for and select the Contractor that will coordinate all deliverables including the readiness report

December 1, 2025 – May 31, 2026: Milestone 2 – Research Current Conditions, Threats, and Hazards (6 mo for completion)

The Contractor, supported by the County and MCB Camp Lejeune staff will:

- Facilitate initial policy and CPG meetings
 - The County and MCB Camp Lejeune will provide outreach and meeting logistics support
 - Coordinate additional subject matter experts as deemed necessary
- Data collection from all stakeholders
 - Review of past studies and reports
 - Identify data and information needs
 - Submit requests to appropriate stakeholders in coordination with the County and MCB Camp Lejeune for additional support
- Military installation site visits
- Community site visits
- Assess current conditions
- Identify and prioritize the threats and hazards for infrastructure and mission resilience

Factors that may impede or accelerate progress include:

- Availability and classification of data and reports
- Coordination of stakeholders and policy members
- Accessibility of the installation for site visits

June 1 – November 30, 2026: Milestone 3 – Resilience Project Identification, Opportunities, Constraints and Draft Outreach Projects (6 mo for completion)

The Contractor, supported by the County and MCB Camp Lejeune staff will:

- Conduct data analysis
 - Conduct vulnerability assessments of critical infrastructure, including but not limited to aquifer/well sites, electrical grid, and transportation corridors
 - Identify potential courses of action to address vulnerabilities
- Identify opportunities for projects that may mitigate vulnerabilities or enhance readiness
- Identify potential project constraints
- Propose project evaluation and implementation for the Policy group and CPG
- Complete early drafts of the following reports:
 - Holistic Installation Readiness Study

- Defense Community Transportation Infrastructure Resilience Study and Actions Report
- Raw Water and Wastewater Capacity Analysis and Resilience Recommendations
- Coordinate completion of 100% design plans with appropriate electrical utilities, including estimates, to be used for capital improvement proposals and plans in the future
- Continue to facilitate ongoing Policy and CPG meetings as necessary
 - The County and MCB Camp Lejeune will provide outreach and meeting logistics support and coordinate additional subject matter experts as deemed necessary
- Seek broader stakeholder input during workshops
- Conduct workshops for stakeholder information and input

Factors that may impede or accelerate progress include:

- Availability and classification of data and reports
- Ongoing support and participation by SMEs and stakeholders
- Potential hurricane and/or tropical storm activity halting meetings

October 1 – December 31, 2026: Milestone 4 – Draft Readiness Report, Transportation Infrastructure Resilience Study and Actions Report, Raw and Wastewater Capacity Analysis and Resilience Recommendations, and Substation Hardening Designs (3 mo for completion)

The Contractor, supported by the County and MCB Camp Lejeune staff will:

- Present findings and recommendations to the CPG
- Edit findings and recommendations as required with input from the CPG
- Finalize documents and products to submit to the County and MCB Camp Lejeune
- Present findings and recommendations to local government leaders (Onslow County Board of Commissioners and City of Jacksonville City Council)

Factors that may impede or accelerate progress include:

- Need for additional research or edits from committee reviews
- Coordination of CPG and Policy group schedules around holidays

January 1 – January 31, 2027: Milestone 5 – Deliverable Reports Review and Acceptance (1 mo for completion)

The Contractor, supported by the County and MCB Camp Lejeune staff will:

- Received deliverables from the contractor and accept or direct changes are required
- Present findings and recommendations to OLDCC
- Submit deliverables to OLDCC

Below is the Work Program submitted to the Department of Defense:

1. Engage Cooperative Planning Group (CPG) members established at application kick-off to serve as the Technical Committee for the study.
2. Establish a Policy Committee for coordination between entities, guidance on the overall direction of the study, and approval of study design, draft and final materials, and recommendations.
3. The CPG will review and refine an internal scope of work that will then be approved by the Policy Committee.
4. Upon successful grant award, Onslow County, in coordination with MCB Camp Lejeune, will draft and release an RFQ based on an approved scope of work to solicit the services of a consultant to execute the scope of work.
 - a. Onslow County will select a qualified contractor to complete all deliverables.

5. Key personnel from local government and the installation not already engaged via the Technical and/or Policy Committees will be oriented with the project.
 - a. Roles and responsibilities will be discussed and expanded as necessary.
6. Contractor will serve as the lead facilitator of all policy and CPG meetings.
 - a. Local government staff and MCB Camp Lejeune will schedule, obtain venues, and support meeting execution.
 - b. The County will provide input to the schedule and agenda in coordination with the contractor.
7. Draft Deliverables
 - a. Holistic Installation Readiness Study (Contractor led)
 1. Evaluate existing data and reports to determine information gaps and vulnerabilities to infrastructure that impair the continued operational utility of the installation and resiliency of the community.
 2. Conduct necessary modelling or assessments to address gaps in understanding of weather and environmental hazards (e.g., regional flood vulnerability mapping, sea-level rise projections, saltwater intrusion to freshwater, extreme heat impacts, regional habitat contributions to base resilience, erosional impacts to community infrastructure of military importance, watershed management efficacy in surrounding jurisdictions).
 3. Coordinate subject matter experts, stakeholders, and local government staff to evaluate and discuss vulnerabilities, gaps in information, and proposed action steps.
 4. Facilitate the development of a future action plan that includes recommendations for priority capital improvement projects to sustain operational capabilities. The plan will include suggested funding mechanisms for identified projects.
 - b. Defense Community Transportation Infrastructure Resilience Study and Actions Report (Contractor led)
 1. Conduct tabletop exercises with all key stakeholders to identify the portfolio of transportation infrastructure (e.g., deployment, base access, evacuation, emergency response, and resupply routes) that comprise MCB Camp Lejeune's military installation transportation network.
 2. Collate existing data on vulnerabilities to MCB Camp Lejeune's military installation transportation network.
 3. Identify and address gaps in the transportation vulnerability and resilience assessment.
 4. Conduct a threat and mission criticality assessment to prioritize impact areas within the transportation network representing the greatest threat to mission assurance.
 5. Use information collected and discussed through workshops to supplement additional research, draft deliverable reports, and provide recommended actions
 6. Assess project feasibility of suggested action items, including but not limited to:
 1. Develop conceptual threat mitigation strategies for priority transportation vulnerabilities to mission assurance.
 2. Recommend and provide rough cost estimates for capital investment projects to mitigate key vulnerabilities.
 3. Recommend key stakeholders and partners to be engaged.
 4. Generate land-use planning guidance aimed at mitigating stormwater impacts from future development.
 5. Compile study findings and recommendations into an actionable report.

- c. Raw, Potable, and Wastewater Capacity Analysis and Resilience Recommendations (Contractor led)
 - 1. Existing data and reports will be evaluated and collated to determine known vulnerabilities to sustainment of raw water and wastewater utilities.
 - 2. Conduct workshops with key stakeholders to review existing data and identify gaps that need to be filled for a holistic understanding of raw water and wastewater resiliency (e.g., ONWASA/Jacksonville water infrastructure resilience, regional aquifer resilience assessment, future wastewater treatment capacity analysis/interlink opportunities).
 - 3. Review threats in context of impairment of the continued operational utility of the installation
 - 4. Use information collected and discusses through workshops to supplement additional research, draft deliverable reports, and provide recommended actions
- vi. Assess project feasibility of suggested action items and potential funding mechanisms for feasible, priority projects.
- vii. Compile study findings and recommendations into an actionable report
- d. Defense Energy Resilience Evaluation and Recommended Action Report (Contractor led)
 - i. Review existing data and reports to determine the level of available information on vulnerabilities to energy transmission and distribution systems serving the installation and community, specifically those belonging to Duke Energy and Jones-Onslow Electric Membership Corporation.
 - ii. Identify and address gaps in our understanding of threats to mission assurance from energy infrastructure vulnerabilities to natural and human-caused disturbances.
 - iii. Conduct workshops with all key stakeholders to evaluate the threat to mission assurance associated with risks identified in the holistic defense energy resilience evaluation. Workshop objectives will include:
 - 1. Identifying primary energy grid-related threats to mission assurance
 - 2. Developing mitigation options (e.g., asset updates/retrofits, substation hardening, enhanced backup power capacity) to address threats to vulnerable assets
 - 3. Developing a priority project list that balances relative threat level with project feasibility
 - iv. Use information collected and discusses through workshops to supplement additional research, draft deliverable reports, and provide recommended actions
- e. Final Design Plans, Electrical Infrastructure (Contractor led)
 - i. Leverage the Defense Energy Resilience Evaluation to identify electrical utility substations with a mission critically and threat profile that make them a priority for hardening.
 - ii. Develop substation hardening plans for prioritized substations, not to exceed 3
 - 1. Developing final (100%) design plans for hardening solutions for the substations deemed most critical for mission assurance. This process will include data collection and surveys, preliminary designs, final designs, and cost estimates.

3. **PURPOSE OF RFQ**

Onslow County is seeking consulting planning and engineering services to review natural and human hazard vulnerabilities, critical infrastructure, intergovernmental coordination opportunities, community engagement and impacts to military operations and surrounding

communities, as well as to develop designs for priority infrastructure projects. The selected consultant will work with Onslow County, the installations, other municipal governments, and other members of the steering and technical committee in preparing the Military Installation Readiness Review and associated work products. A preliminary Scope of Services is provided in Section 2.

Respondents should have an established reputation and documented successful experience in providing planning and engineering services. The Respondent selected is expected to have appropriately experienced staff and resources to provide comprehensive and reliable services regarding the MIRR Project and will be required to demonstrate this via the submittal documents and/or associated interviews, if deemed necessary.

The MIRR Project is expected to be completed by January 2027.

4. **GENERAL PREPARATION AND SUBMITTAL REQUIREMENTS**

Respondents are expected to read and understand this RFQ and associated documents in their entirety. Respondents should be able to perform the tasks outlined in the preliminary Scope of Services fully and in the timeline required. An inquiry period is provided for Respondents to request clarifications. Failure to do so will not relieve a successful Respondent of its obligations to furnish the services necessary to carry out all the requirements and provisions set forth in the contract.

Submittal forms must be signed in the legal name of the company or firm and by an officer or partner having authority to bind the company or firm by his or her signature. Each part of the submittal should be clearly labelled for easy reference.

Submit one (1) original hard copy and one (1) digital copy of the original submittal in a pdf format on a USB flash drive, both shall be enclosed in a sealed envelope or carton clearly marked “**RFQ 005-25 MIRR Project**” and delivered in person, by carrier or messenger, by U.S. Mail “certified”, to the attention of:

ONSLow COUNTY PURCHASING
ATTN: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540

Sealed Submittals will be received no later than **2:00PM EST, on October 31, 2025**. All Submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail. Late proposals will not be considered.

Each Respondent is responsible for determining that all addenda issued by Onslow County has been received before submitting their qualifications. It is the sole responsibility of the firm to ensure that their package is received by the Purchasing Department personnel before the deadline indicated above.

Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County reserves the right to waive any informalities, to reject any and/or all Submittals, and to accept any Submittal which in its opinion may be in the best interest of the County.

Submittal packages may be withdrawn by written request to the Purchasing Division Manager prior to the submittal deadline.

Questions

Questions concerning this RFQ should be directed to:

Onslow County Purchasing Department
Attn: 234 NW Corridor Blvd.
Jacksonville, NC 28540
Telephone (910) 455-1750
Email: Christina_Russell@onslowcountync.gov

All questions pertaining to the RFQ must be submitted in writing no later than 12PM EST on October 15, 2025.

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be e-mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

5. SIGNATURES

The Responder's Certification Form must be signed by an individual with authority to sign on behalf of the firm. If signature is by an agent, other than an officer of the corporation or firm or a member of a partnership, a notarized power-of-attorney must accompany the Submittal.

6. COMPLIANCE WITH LAWS, PERMITS

The successful Respondent shall comply with all local, State, and Federal statutes, regulations, directives and orders, as applicable to the services provided and offered to Onslow County.

7. NOTIFICATION OF AWARD/RIGHT TO PROTEST

Onslow County will award a contract to the highest-ranking Respondent deemed most qualified to provide the services requested by this RFQ. The awarded Consultant must be registered to do business in the State of North Carolina. Notification of Onslow County's decision regarding this solicitation will be posted on Onslow County's Purchasing website.

8. ACCEPTANCE AND RIGHT OF REJECTION

Respondent understands that Submittals are to remain open for an acceptance period of 120 (one-hundred twenty) days after the submittal due date for evaluation purposes. Onslow County reserves the right to reject all Submittals.

9. PROPRIETARY INFORMATION

Trade secrets or proprietary information by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior

to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.**

10. **CONTACT POLICY**

After the date and time established for receipt of submittals by the County, any contact initiated by any firm with any County representatives, other than the Purchasing Division Manger herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

PART II – PROCESS AND EVALUATION INFORMATION

1. **REQUEST FOR QUALIFICATION PROCESS**

Onslow County is soliciting Qualifications from potentially qualified Respondents. Firms will be selected based on qualifications and project approach. Submittals will be scored and ranked according to the Scoring Criteria set forth below. To evaluate the Submittals, both written submittals and, if deemed necessary, oral presentations may be considered by a Selection Committee. Onslow County reserves the right to request additional information and clarification of any information submitted.

2. **PROPOSAL EVALUATION PROCESS**

Following the deadline for Submittals for Qualifications, a review of the submitted qualifications will be by a selection committee established by the County. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection shall be made in order of preference based on criteria established herein.

If desired, the selection committee may shortlist the number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list. The County may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if required in the selection process. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). **If** personal interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The County will negotiate a stipulated sum fee for basic services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the County. These rates shall include all disciplines (example: architect, project manager, engineers, administrative staff, etc.). In making this decision, the County will take into account the established value, general scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the County that the process be terminated or modified.

The County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

3. WRITTEN SUBMITTAL SCORING CRITERIA:

Firms are encouraged to assemble complete, collaborative teams to develop and provide a Submittal that addresses all disciplines and all areas of expertise. It is the intent to recommend a list comprised solely of firms/teams that offer most, if not the entire spectrum of services required by the Scope of Services. For scoring purposes, the Selection Committee will only consider years of experience for staff whose time will be committed to the project.

Evaluation of the Proposals will be based on the following categories and allocation of points:

TOTAL POINTS = 100

- A. Demonstrated ability, both qualitative and quantitative, to work with Department of Defense, military installations, federal, state and local government agencies, elected officials and staff, regional planning organizations, utilities, private sector stakeholders and community representatives **(Maximum 20 Points)**

Score	Criteria
0-6	Limited experience (less than 5 years)
9-13	Moderate experience (5-14 years)
16-20	Significant experience (exceeds 15 years)

- B. Experience with threat and hazard identification, risk and vulnerability assessment, both qualitative and quantitative **(Maximum 15 points)**

Score	Criteria
0-4	Limited experience (less than 5 years)
7-11	Moderate experience (5-14 years)
12-15	Significant experience (exceeds 15 years)

C. Experience with community engagement, developing public-private partnerships, including with military installations **(Maximum 15 Points)**

Score	Criteria
0-4	Limited experience (less than 5 years)
5-11	Moderate experience (5-14 years)
12-15	Significant experience (exceeds 15 years)

D. Qualification of all key personnel who will be assigned to this Project **(Maximum 15 Points)**

Score	Criteria
0-4	Limited qualifications, experience and expertise of key personnel on the project team
5-11	Moderate qualifications and expertise of key personnel on the project team.
12-15	Significant qualifications and expertise of key personnel on the project team

E. Detailed explanation of how the Respondent will address and accomplish the Scope of Services (Part VI) within the required Project Schedule (Part VII) **(Maximum 30 Points)**

Score	Criteria
0-10	Limited explanation of how the project team will address and accomplish the Scope of Service, and/or lack of detail or unreasonable project schedule.
11-20	Moderate explanation of how the project team will address and accomplish the Scope of Service, and/or some detail and reasonable project schedule.
21-30	Significant explanation of how the project team will address and accomplish the Scope of Service, and detailed, reasonable project schedule.

F. Certified Minority Business Enterprise **(5 points)**

Score	Criteria
0	Respondent is not certified.
5	Respondent includes proper MBE Certification current at the time of submittal. No MBE points for sub-contractors will be awarded.

4. **TIE SCORES**

In case of a tie, the highest scores in the highest weighted category shall prevail. Category scores will be compared in descending order until the tie is broken.

PART III – PROPOSAL SUBMITTAL REQUIREMENTS & FORMAT

1. INSTRUCTIONS TO FIRMS

The Respondent's Submittal must be submitted in accordance with these instructions. Failure to follow these instructions could be cause for rejection of the submittal. Submittals should be tabbed and divided in accordance with the sections outline below for ease of review. Submittals must be in a font no smaller than 11 and adhere to the page limits set forth herein. Responses are limited to 50 pages, double sided 8 ½" by 11". Covers, dividers, and required forms do not count in the 50 pages total.

PROPOSALS MUST INCLUDE THE FOLLOWING INFORMATION:

Section 1 – Transmittal Letter

- a. Name and address of your firm and the contact individual authorized to execute agreements with Onslow County.
- b. Briefly describe your firm's history, ownership, organizational structure, location of headquarters and other facilities.
- c. Describe the type of services provided by the firm, types of clients and length of time in the industry. Provide contact information for the project manager. Provide an overview of the firm's service capabilities.
- d. Complete Responder's Certification Form and include in this section. (Not included in page count)
- e. Complete E-Verify form and include in this section. (Not included in page count)
- f. Certification Regarding Debarment and Suspension (Not included in page count)

Section 2 – MBE Certification

- a. Attach evidence of Minority Business Enterprise Certification per Scoring Criteria or state/indicate that Respondent has no Certification.

Section 3 – Disclosures and Conflict of Interest: Provide the following statements/clarifications

- a. State that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on the firm's operations.
- b. Describe any past, pending, or threatened litigation, or regulatory action involving engineering services for design and/or construction projects provided by the Respondent or indicate if none are known to exist.
- c. State that the Proposal has been prepared independently without consultation or communication with any other Respondent for the purpose of restricting competition.
- d. Disclose any potential conflict of interest which would adversely affect the Respondent's ability to provide fair, loyal, and competitive services to Onslow County. Such disclosures shall include, but not be limited to, the Respondent's contractual obligations, property interests, or clientele relationship; or the property interests, contractual obligations or relationships of the Respondent's principals, officers, directors, employees, or agents which are directly or indirectly related to Onslow County Government and its operations.
- e. Identify current and previous (past 5 years) contractual relationships with Onslow County and any of our member governments.

Section 4 - Organizational Chart & Project Team Availability

- a. Include a chart graphic showing team organization, highlighting account/contract manager, key team member (prime, sub-consultants, sub-contractors, etc.) names (including Project Managers), associated company, primary office location, and identify team member's role, responsibility, or specialty.
- b. In addition, this section should include a description, table, or graphic of the availability of the key Project team members and sub-consultants/specialists.

Note: Substitution of other personnel after the selection is made must be approved by the County.

Section 5 – Lead Project Manager Experience

Briefly identify the following information for the person being listed as a project manager:

- a. Project Manager Name
- b. Title/Position
- c. Firm/Company
- d. Primary Office Location
- e. Education
- f. Licenses, Registrations, Certifications, Professional Affiliations
- g. Years of Relevant Experience
- h. Role & Responsibilities
- i. List examples of representative projects for the last five (5) years.

Section 6 – Key Project Team Members Experience

Identify the following information for the key project team members:

- a. Team Member Name
- b. Title/Position
- c. Firm/Company
- d. Primary Office Location
- e. Education
- f. Licenses, Registrations, Certifications, Professional Affiliations
- g. Years of Relevant Experience
- h. Role & Responsibilities
- i. List examples of representative projects for the last five (5) years.

Section 7 – Additional Firm & Team Member Information and/or Resumes

Provide any additional supporting information.

Section 8 – Project Scope of Services and Schedule

Provide a detailed explanation and schedule for how the Project Scope of Services will be addressed and accomplished on time and within budget. (See Parts VI and VII)

ATTACHMENT 2

Federal Contracting Requirements

This **Attachment 2** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Contractor” or “Provider” shall be deemed to mean the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This **Attachment 2** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

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

Drug Free Workplace Requirements

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

Contractor Compliance

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

Conflict of Interest

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

Mandatory Disclosures

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

Energy Conservation

The Contractor and subcontractors agree to comply with the mandatory standards and policies relating

to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, 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.

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

The Contractor agrees to include those requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Clean Air Act

For contracts in excess of \$150,000, 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. and the Federal Water Pollution Act as amended (33 U.S.C. § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. 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.

Access to Records and Reports (Applies to all contracts regardless of the contract amount)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, and 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.

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.

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.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government (Applies to all contracts regardless of the contract amount)

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any

other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts (Applies to all contracts regardless of the contract amount) The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Changes (Applies to all contracts regardless of the contract amount)

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

Termination (Applies to all contacts over \$10,000)

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

No Suspension. In the event that the County disputes in good faith an allegation of default by the

Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

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

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

Remedies (Applies to all contracts above the simplified acquisition threshold (currently \$250,000))

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

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

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

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

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

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

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

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

Debarment and Suspension (Applies to all contracts and subcontracts regardless of the contract amount) A contract award (see C.R.F. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain 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. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that:

This certification is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 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.

Equal Employment Opportunity (Applies to all federally assisted CONSTRUCTION contracts regardless of

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
3. 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.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. 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.
6. 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 as 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.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 contractor. 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 Contractor 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.

Davis-Bacon Requirements (Applies to all CONSTRUCTION contracts above \$2,000. It does NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance (PA) Program or HMGP.)

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 348).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting offer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Option Form WH-347 is available for this purpose from the Wage and Hour Division website at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 C.F.R. §5.5(a)(3)(ii), the appropriate information is being maintained under 29 C.F.R. §5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 C.F.R. Part 3;

- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (express in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits; apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program,

the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Copeland "Anti-Kickback" Act (Applies to all CONSTRUCTION contracts above \$2,000).

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3, *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week.

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

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provide in 29 C.F.R. §5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

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

1. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 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 40 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 (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 mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The Owner 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 (2) of this section.
4. **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Applies only to Contracts Involving Experimental, Developmental, or Research Work.

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

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

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

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the federal government, until such time as the federal government may have either released or approved the release of such data to the public; this restriction on publication; however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. §19.36, the federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "federal government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence "for federal government purposes" means use only for the direct purposes of the federal government. Without the copyright owner's consent, the federal government may not extend its federal license to any other party.

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

Any rights of copyright purchased by the Purchaser or Contractor using federal assistance in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

Procurement of Recovered Materials (Applies to procurement of both prime and subcontracts)

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 C.F.R. Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 C.F.R. Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item(s) during the fiscal year;
or
2. The Contractor has procured \$10,000 or more of a designated item using federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA – designated items, is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Safeguarding Personal Identifiable Information

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

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

Domestic Preference Procurement Clause

Contractor and any of its subcontractors must comply with C.F.R. 200.322 which states that as appropriate, and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Certification Regarding Lobbying

(Applies to all contracts over \$100,000)

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

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 C.F.R. part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally 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 the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Printed Name of Contractor’s Authorized Official

Date: _____

Title of Authorized Official

RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications (RFQ 005-25), and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Onslow County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name) _____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 202__

NOTARY PUBLIC _____

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

AFFIDAVIT OF COMPLIANCE: E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter "Firm") after first being duly sworn hereby swears or affirms as follows:

1. Firm understands that E-Verify is the federal E-Verify program operated by the United States Department 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 Article 2 of Chapter 65 of the North Carolina General Statutes; and
2. Firm understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Firm is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Firm will ensure compliance with E-Verify by any subcontractors/subconsultants subsequently hired by Firm to perform work under Firm's contract with Onslow County.
5. Firm shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)