

**ADDENDUM #1
REQUEST FOR PROPOSAL
DISASTER DEBRIS MONITORING AND CONSULTING SERVICES**

TO: ALL INTERESTED BIDDERS

FROM: Thomas Nunn, Contract and Risk Coordinator

BID OPENING DATE

The submittal date for the Request for Proposal for the above referenced project has been extended 14 days. **The new submittal date and time is 3:00 PM, Friday, February 28, 2020.**

SECTION 6: BONDING

The need to submit a bid bond with the bid packet has been removed. No bid bond is required.

All other specifications, instructions, conditions, and requirements remain unchanged from the original Request for Proposal.

Please sign and include with your bid proposal.

I have read and acknowledge receipt of Addendum #1.

Signature: _____ Date: _____

Company Name: _____

From: Jason Burnett
Sent: Wednesday, February 12, 2020 4:46 PM
To: Waits, April
Cc: Thomas Nunn; Bobby Smith
Subject: RE: Tetra Tech Questions: Disaster Debris monitoring and Consulting Services

April,

Please find the follow-up information as requested in red below.

Reference	Vendor Question
Evaluation Criteria (Pg. 8)	Would the County consider providing weighted scoring criteria? No, we will not be using weighted scoring criteria.
Section 4 (Pg.4) and Section 9 (Pg. 5)	Both sections 4 and 5 9 require mobilization and demobilizations plans. Would it be acceptable to include the plan in Section 4 only, or would the County like the plan provided in both sections? It would be acceptable to combine the requirements and provide the requested plan(s) in only (1) section.
Section 3 (Pg. 4) Section 11 (Pg. 6)	Section 3 asks for, " Qualifications Provide resumes for the Project Manager, Operations Manager, and other key personnel proposed for this program. " Section 11 also asks for a " list of personnel assigned to the client in the event of contract activation. " Would the County like staffing listed in both sections, or would it be acceptable to provide staffing in Section 3: Qualifications only? Requested information will need to be shown in both sections as indicated.

Thanks,

Jason Burnett
Emergency Management Planner

Emergency Management
Cabarrus County
O: (704) 920-2417
F: (704) 920-2415

**REQUEST FOR PROPOSALS
DISASTER DEBRIS MONITORING AND CONSULTING SERVICES**



Date of Issue:

January 31, 2020

Bid Opening Date:

February 14, 2020

Bid Opening: Commissioner's Chambers

Time: 3:00 PM

**Official clock is in the Board of
Commissioner's Chambers**

Issued for:

Cabarrus County Emergency Management

30 Corban Avenue, SE

Concord, NC 28025

704-920-2143

Issued by:

Cabarrus County Contract and Risk Coordinator

65 Church Street, S.

Concord, NC 28025

704-920-2888

PURPOSE AND BACKGROUND

Cabarrus County, and the County Emergency Planning efforts in North Carolina, hereinafter referred to as "Client", are requesting proposals from experienced and qualified firms, hereinafter referred to as "Vendor" to enter into a contract on an "as needed" basis, at no immediate or annual cost to Client. Vendors shall provide disaster debris monitoring and consulting services from a natural or manmade disaster as directed by Client to support the oversight and management of debris recovery services in the County. Vendors shall provide debris monitoring, consulting and technical program management assistance to County officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s).

The award of a contract under this solicitation will be paid with federal funding. All prospective vendors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms

and conditions of the funding award. In addition, firms providing submittals shall be responsible for complying with state law and local ordinances.

The vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, other applicable federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate.

RFP EVENT AND RESPONSIBILITY

The table below shows the responsibilities for this RFP.

Event	Responsibility
Issue RFP	County
Submit Written Questions	Vendor
Provide Responses to Questions	County
Submit Proposals	Vendor
Bid Opening	County
Contract Award	County

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date. Written questions shall be emailed to tcnunn@cabarruscounty.us by the date and time specified above. Vendors should enter “Debris Monitoring RFP Questions” as the subject for the email. Question submittals should include a reference to the application RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor questions call - 704-920-2143

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County would be posted in the form as an addendum to this RFP. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

SUBMISSION OF BIDS

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
Cabarrus County Manager’s Office Attn: Tom Nunn 65 Church Street South Concord, North Carolina 28025	Cabarrus County Manager’s Office Attn: Tom Nunn 65 Church Street South Concord, North Carolina 28025

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of

the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this, for furnishing and delivering the commodity as described herein.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered to the County purchasing officer on the due date in time to meet the proposal deadline. The official clock is in the Commissioner's Chambers. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

Submit **one (1) signed, original executed proposal response**, one (1) printed copy, and one (1) electronic copy on flash drive, of your proposal simultaneously to the address identified in the table above.

1. Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP name; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
2. The electronic copies of your proposal must be provided on separate flash drives. The files shall NOT be password protected, and should be in .PDF or .XLS format and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel format.

ADDITIONS/DELETIONS

The Client reserves the right to add similar items/service or delete items/service specified in subsequent contract as requirements change during the period of the contract. The Client and Vendor will mutually agree to prices for item/services to be added/deleted from contract. A contract amendment will be issued for each addition or deletion.

PROPOSAL REQUIREMENTS

In order to evaluate responses efficiently and equitably, responses must be submitted as identified below. Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following company information:

Section 1: Letter of Transmittal

- Summarize in a brief and concise manner the vendor's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner.

Section 2: Business Information

- Company name and business address, including telephone, email address, website address.
- The type of company (individual, partnership, corporation, etc.), list the names of all partners, principals, etc. and company size.
- Year established. Include former company name(s) and year(s) established, if applicable.
- FEIN
- Name and title of all persons serving as or intending to serve as principals in the vendor's firm. Identify each principal of the firm and any other "key personnel" authorized to negotiate this contract. The person identified must be empowered to make binding commitments for the

- company.
- Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the vendor in the past five (5) years that are related to the services that the vendor provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute; a brief description of the case; the outcome or projected outcome; and the monetary amount involved. If no litigation claim(s) or contract dispute(s) have been filed by or against the vendor in the past five (5) years, please state that.
- List any regulatory or license agency sanctions. If no license sanctions against the vendor, please state that.

Section 3: Qualifications

- Provide resumes for the Project Manager, Operations Manager, and other key personnel proposed for this program.
- List any professional training and experience, especially in relation to the type and magnitude of work required for this particular scope of services.
- List any licenses or certifications related to the scope of work described in this RFP.

Section 4: Project Understanding

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the vendor will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

- Ability to manage activation of multiple contracts
- Mobilization and demobilization plan
- Documenting and resolving damages
- Invoicing and data management

Section 5: Past Performance

Vendor(s) must list and provide required information from **all** monitoring of debris removal projects in excess of 500,000 cubic yards within the past seven years. Failure to list and provide the required information from **any** project the vendor has managed in excess of 500,000 cubic yards within the past seven years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project, and corresponding amount reimbursed to the applicant. The vendor must also provide a contact person, telephone number, fax number, and e-mail address for each project. See below for an example format.

Project	Date	Total CY	Total Dollar Amount Invoiced	Federal Reimbursement Amount	Contact	Comments
City, State					Name, Title, Phone, E-mail	

Section 6: Bonding

In accordance with to 2 CFR 200.325, bonding requirements are as follows:

Bid Bond: A bid guarantee equivalent to five percent (5%) of the bid price is required from each Bidder. The “bid guarantee” can be in the form of an *original* bid bond or a *certified* check payable to the County. Bid bonds shall be submitted with the proposal in the amount of five (5%) percent of the total proposed bid amount based on Schedule. **Failure to submit a bid bond in the amount of 5% will deem the bid invalid.**

Performance & Payment Bond: Pursuant to N.C.G.S. 44A-26, Awarded Vendor(s) will be required to furnish a performance and payment bond in an amount of 100% of the contract cost within ten (10) days after the

contract has been activated and a Notice to Proceed has been issued by the Client. Failure of the successful proposer to furnish evidence of appropriate insurance coverage, as provided herein, within ten (10) days shall be just cause for the annulment of the award and the forfeiture of the bid bond to the Client, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained. The contract amount will be determined at the time of the event due to the severity of the storm. The performance and payment bond shall continue throughout the Services and for one year after the full scope of work is completed. Bonds shall be submitted to the Cabarrus County Contract and Risk Coordinator.

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation of contract and issuance of a Notice to Proceed by the Client. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The Vendor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the Client. In addition, the successful proposer(s) will be required to submit a verification letter annually from the surety confirming that the vendor is able to provide a payment and performance bond.

Section 7: Financial Statements

Demonstrate the respondent's financial ability to provide the proposed services to the Client for the term of the contract. The respondent shall provide detailed financial information, including but not limited to the following – **Label this section as “Confidential”**:

1. Copies of audited financial statements for the entity that is proposed to sign the agreement for the most recent three fiscal years. **For the purposes of this RFP submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
2. If the entity that will sign the agreement has a parent company or is proposing a joint venture, the parent company or joint venture company (ies) must also provide audited financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance. **For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
3. If the entity that will sign the agreement has been in existence less than three years, the respondent must provide sufficient financial data to substantiate, to the satisfaction of the Client, the respondent's financial capability and viability of the entity. **For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
4. In addition to the audited financial statements, the respondent must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
5. Financing of the services and equipment will be the sole responsibility of the successful respondent. Respondent must demonstrate that it can provide the required financing from either 1) internally generated funds, or 2) commitments from external sources.

Section 8: Existing Contracts

- Provide a list of all **existing** debris monitoring and consulting contracts

Section 9: Resources

- Detailed listing of Vendor's equipment and resources
- Provide a mobilization and operations plan

Section 10: References

- References from existing contracts and/or past clients (must include references from the successful completion of three (3) monitoring of debris removal projects in excess of 150,000 cubic yards. Please complete ATTACHMENT J: REFERENCE DISCLOSURE FORM and submit with proposal.

Section 11: Other Requirements

- Provide a statement of the vendor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.
- Outline the vendor's willingness and ability to utilize local vendors and their general requirements for doing so. This includes the vendor's use of women and minority owned businesses to provide services.
- Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the Client and are subject to Client approval. The Client also reserves the right to request changes to the vendor(s) site safety plan or operational plan.
- Provide a list of personnel assigned to the Client in the event of contract activation. Information shall be presented in tabular form. The list shall include but is not limited to:
 - Contact persons, including telephone numbers and e-mail address
 - Project manager - must have five (5) years' experience
 - Operations manager - must have three (3) years of experience
 - Other key personnel assigned to the project/this agreement
- Changes to personnel listed on the proposal at the time of an event must be communicated to the Client and are subject to approval by the Client. The Client also reserves the right to request the substitution of any personnel as the Client deems necessary.
- Provide a subcontracting plan that includes items such as a description of percentage of work to be subcontracted and a list of subcontractors.

Vendor must meet the insurance requirements as set forth in the Vendor Insurance Requirements section of the RFP. Please provide a copy of your insurance certificate.

PROPOSAL CONTENTS

In addition to the above requirements, vendors shall populate all attachments to this RFP that require Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

1. Completed version of Attachment A: Fee Schedule
2. Completed version of Attachment B: Proposal Submission Form
3. Completed version of Attachment C: Certification of Financial Condition
4. Completed and signed version of Attachment D: Certification Regarding Lobbying
5. Completed and signed version of Attachment E: Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification
6. Completed and signed version of Attachment F: Conflict of Interest
7. Completed and signed version of Attachment G: E-Verify Affidavit
8. Completed and signed version of Attachment H: Iran Divestment Act Certification
9. Completed version of Attachment I: Reference Disclosure Form

PROPOSAL SCORING / EVALUATION CRITERIA

The Client shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. Accepted proposals will be reviewed by an evaluation team and scored against the criteria listed below. This scoring will determine the ranking of vendors based upon their written

proposals. If the team determines that it is in the best interest of the Client to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores. Proposals will be evaluated and ranked using the following criteria:

Evaluation Criteria
Pricing
Qualifications / Business Information / Past Performance / Project Understanding
Resources / Financial Stability
References
Exceptions / Other (Section 10)

CONTRACT AWARD

The Client's intent is to award to a single Vendor deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposals. The award of a contract will be made to the lowest, responsive, responsible bidder(s), taking into consideration the best interests of the Client. Cabarrus County reserves the right to reject any and all proposals and to waive any technicalities as may be permitted by law.

Specifications and all related documents can be found on the county's website. All addenda will be posted on the website as well.

TERM OF CONTRACT

The term of this contract shall be five (5) years, beginning on _____ and ending on _____, with the option to renew up to two (2) additional one-year terms, on the same terms and conditions, for a total possible life of seven terms (7 years). This contract shall only be used on an "as needed" basis as determined solely by the Client.

PRICING

Proposal price shall constitute the total cost to Client for complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Please complete ATTACHMENT A – FEE SCHEDULE and include in Proposal.

GOVERNING LAW

Unless otherwise specified, this contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this contract shall be commenced in the appropriate division of the General Court of Justice in Cabarrus County, North Carolina.

REMEDIES

A. **Declaration of Default.** The Client shall have the right to declare default of the contract for breach by the Vendor of any material term or condition of the contract as determined by the Client. Material breach by the Vendor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work; refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors.

B. **Sanctions.** In the event of a breach of the contract by the Vendor, the Client shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the Surety: to assume full

control of the prosecution of the contract in the place and stead of the Vendor in directing Vendor's agents, employees and subcontractors in the performance of the work and in utilizing all materials, tools, machinery, equipment and structures located on the project; to perform the work or any part thereof with Client staff and equipment or to use any or all materials and equipment located on the project that are suitable and acceptable; to re-let the work upon such terms and conditions as the Client shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the Vendor under the contract without penalty or interest until the work is completed and accepted by the Client.

C. **Notice.** Before invoking any of the sanctions provided for herein, the Client will give the Vendor at least 7 calendar days' written notice with a copy to the Surety, that will set forth the breach of contract involved and the sanctions to be imposed. The Client, in its discretion, may grant the Vendor time in excess of 7 calendar days within which to comply with the contract and the time allowed will be set forth in writing. If the Client determines during such period that the Vendor is not proceeding satisfactorily to compliance, it may impose the sanctions after 24 hours' notice to the Vendor. If the Client determines that the Vendor is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the Vendor, in writing, with a copy to the Surety of the sanctions imposed.

D. **Payment.** After declaration of default has been made final, the Vendor will be entitled to receive payment for work satisfactorily completed or portions of work satisfactorily completed, less any sums that may be due the Client from the Vendor but in no event shall payment exceed the contract unit or lump sum price for such work. The Client, at its election, may retain the sum due the Vendor, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Vendor upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Vendor.

In the event that the Vendor's employees, equipment, or materials are used in prosecution of the work, or any part thereof, after default is declared, payment to the Vendor shall be by contract unit or lump sum prices for the work performed, less any sums that may be due the Client; but in no event shall payment exceed the contract unit or lump sum price for such work or services.

If all costs and expenses incurred by the Client arising out of the breach and imposition of sanctions, together with the total cost to the Client of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the Vendor and the Surety shall be liable to the Client for such excess and shall pay such amount to the Client.

E. **Obligation of Vendor and Surety.** No term or terms of this article and no action taken pursuant hereto by the Client, its agents, or staff, will be construed to release or discharge the Vendor or the Surety upon the obligation set forth in the contract bonds, and the Vendor and the Surety shall remain bound thereon unto the Client until the work set forth in the contract has been completed and accepted by the Client and all obligations of the Vendor and the Surety arising under the contract and contract bond have been discharged.

F. **Provision Not Exclusive.** The provisions shall be in addition to and not in place of, any other provisions relating to default, breach of contract and sanctions to be imposed in connection therewith appearing in the contract.

TERMINATION

The performance of work under this Agreement may be terminated by the Client in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the performance requirements of this Agreement or fails to make delivery of the supplies, perform the work, or if the Vendor fails to perform any other provisions of this Agreement. The Client may also terminate the contract immediately at its convenience for any reason. Unless Vendor is in breach of the contract, the Vendor shall be paid for services rendered to the Client through the date of termination.

E-VERIFY

As a condition of payment for services rendered under this Agreement, Vendor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor provides services to the County utilizing a subcontractor, Vendor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Vendor shall verify, by affidavit, compliance of the terms of this section upon request by the Client.

IRAN DIVESTMENT ACT

Vendor certifies that, as of the date listed below, it is not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 147-86.58. In compliance with the requirements of the Iran Divestment Act (Article 6E of Chapter 147 of the North Carolina General Statutes), Vendor shall not utilize, in the performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each Vendor to monitor compliance with this restriction.

EQUAL EMPLOYMENT OPPORTUNITY

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

A. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor 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 vendor 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.

B. The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.

D. The vendor 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 vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

F. The vendor 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.

G. In the event of the vendor'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 vendor 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.

H. The vendor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The vendor 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 vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the vendor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

A. **Overtime requirements.** No vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

VENDOR INSURANCE REQUIREMENTS

Vendor shall maintain at all times during the term of this Agreement, at the vendor's sole expense:

I. Commercial General Liability Insurance

Vendor shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent vendors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

II. Business Automobile Insurance

At all times while the Vendor's representatives are conducting on-site work, the Vendor shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

III. Workers Compensation & Employers Liability Insurance

At all times while the Vendor's representatives are conducting on-site work, Vendor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Vendor shall also maintain Employers' Liability insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

IV. General Requirements

1. The Client shall be named as an additional insured under Vendor's automobile and general liability insurance. In the event of a loss arising out of, or related to, the Vendor's services performed under this Agreement, Vendor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the Client, regardless of how the "other insurance" provisions may read.

2. The Vendor's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the Client.

3. Vendor shall be responsible for insuring all its own personal property, improvements, and betterments.

4. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days' notice to the Client of any material change in coverage, cancellation, or non-renewal.

5. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the Client.

6. Prior to beginning the work, Vendor shall provide written evidence of insurance as requested by the Client to confirm that these insurance requirements are satisfied. Vendor agrees to provide complete copies of policies if requested. Failure of Vendor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the Client, shall be viewed as Vendor's delaying performance entitling the Client to all appropriate remedies under the law including termination of the contract.

SCOPE OF SERVICES

The scope of services may include disaster management, recovery, and consulting services to support the oversight and management of debris recovery vendors. As such, the Client should be capable of providing a range of related services including damage assessment, debris monitoring, training, emergency planning, infrastructure restoration, and other services as needed and requested by the County. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state and federal agencies, coordination with state or county insurance representatives, pre-event planning, post-event reconstruction, grant funding, and reimbursement services.

Debris Monitoring Services

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

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and vendors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery vendor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the County with responding to public concerns and comments.
- g. Certifying vendor vehicles for debris removal and maintain a truck certification list utilizing FEMA guidance.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the County informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal vendor(s) invoices prior to submission to the County for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal vendors.
- n. Final report and appeal preparation and assistance.

Emergency Management Planning and Training

- a. As directed by the County, the selected firm shall assist with review of the debris management plan – including identification of an adequate number of TDSRS locations.
- b. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- c. Technical support and assistance in developing public information regarding debris pick-up and safety.
- d. Other training and assistance as requested by the County.
- e. Other reports and data as required by the County.
- f. Other emergency management/consulting services identified/required by the County.

Damage Assessment and Reconstruction Services

If requested, the selected firm shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required.

COMPLIANCE BY AWARDED VENDOR

The awarded vendors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements, specifically 2 CFR, Part 200, and the terms and conditions of the funding award. In addition, vendors providing submittals shall be responsible for complying with state law and local ordinances.

MINORITY BUSINESSES

Client encourages all businesses, including minority, women-owned businesses to respond to all Request for Proposals. In addition, if subcontracts are awarded vendor must ensure that the necessary affirmative steps are taken:

- a) Place qualified small, minority, and woman-owned businesses on solicitations lists;
- b) Assure that such businesses are solicited when they are potential sources;
- c) Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d) Establish delivery schedules, where requirements permit, which encourage such businesses to respond;
- e) Use service and assistance from such organization as SBA, minority business development agency of the Dept. of Commerce; Vendors shall include these special provisions in all subcontracts for this contract. Failure on the part of the Vendor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

CONFLICT OF INTEREST

Service Provider agrees to have in place a conflict of interest policy which includes all the criteria and requirements as outlined in the Attachment G entitled "Conflict of Interest." Service Provider shall submit a copy of its policy to the County prior to execution of an agreement for services.

GIFTS FROM VENDORS OR CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- a) Have a contract with a governmental agency; or
- b) Have performed under such a contract within the past year; or
- c) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and N.C.G.S. § 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

DEBARMENT AND SUSPENSION

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, 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).
- b) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the Client. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the North Carolina Department of Public Safety-Emergency Management and the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

BYRD ANTI-LOBBYING AMENDMENT

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

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Cabarrus County Government is fully committed to the Americans with Disabilities Act which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Cabarrus County Government contractors, subcontractors, vendors and/or suppliers are subject to this ADA policy.

All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

CLEAR AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

A. Clean Air Act:

1. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The vendor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the appropriate State or Federal Agency.
3. The vendor agrees to include these requirements in each subcontract exceeding \$100,000.

B. Federal Water Pollution Control Act:

1. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The vendor agrees to report each violation to the Client of and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the appropriate State or Federal Agency.
3. The vendor agrees to include these requirements in each subcontract exceeding \$100,000.

PROCUREMENT OF RECOVERED MATERIALS

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

Attachments begin on next page.

**ATTACHMENT A
FEE SCHEDULE**

To Whom It May Concern:

I have carefully examined the Request for Proposals and any other documents accompanying or make a part of this Request for Proposals.

I hereby propose the following hourly rates. Hourly rates shall include all costs associated with the required services. I agree that my proposal will remain firm a period of up to 90 days in order to allow the County adequate time to evaluate the proposals.

NOTE: Proposers bid certification form must be notarized – see next page.

POSITIONS	HOURLY RATES
Project Manager	\$ _____
Operations Managers	\$ _____
Schedule/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (citizen drop-off site monitors)	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Administrative Assistants	\$ _____
Field Coordinators (crew monitors)	\$ _____
Other Required Positions (please specify)	\$ _____
(please specify)	\$ _____
(please specify)	\$ _____

Proposer may include other positions, with hourly rates and attach job description for each position.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal 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.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Onslow or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal laws regulations, executive orders, FEMA policies, procedures, and directives.

It is distinctly understood that the County of Onslow reserves the right to reject any or all proposals.

Authorized Signature

Printed Name

Title

Date

State of _____

County of _____

Signed and sworn to (or affirmed) before me this day by _____ (name of principal).

Date: _____

(Official Seal)

Official Signature of Notary
Notary's printed or typed name
Notary Public

My commission expires: _____

**ATTACHMENT B
PROPOSAL SUBMISSION FORM
DISASTER DEBRIS MONITORING AND CONSULTING SERVICES**

This Proposal is submitted by:

Vendor Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City/State/Zip: _____

E-Mail Address: _____

Telephone: _____ (Area
Code) Telephone Number

Fax: _____ (Area
Code) Fax Number

It is understood by the Proposer that Cabarrus County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for sixty (60) calendar days from the Proposal due date.

Authorized Signature

Printed Name

Title

Date

**ATTACHMENT C
CERTIFICATION OF FINANCIAL CONDITION**

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

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

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

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



Authorized Signature

Printed Name

Title

Date

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

ATTACHMENT D
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Vendor] certifies, to the best of his or her knowledge, 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

**ATTACHMENT E
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND
GIFT BAN CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another vendor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT F CONFLICT OF INTEREST

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential vendors/contractors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. Board Action – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflict of Interest Policy – If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

.

**ATTACHMENT G
E-VERIFY AFFIDAVIT**

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swear or affirm as follows:

1. Employer 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 NCGS §64-25(5).

2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

YES _____ NO _____

3. Employer understands that employers employing 25 or more employees in this State must use E-Verify. Each employer, after hiring an employee to work in the United States, must verify the work authorization of the employee through E-Verify in accordance with Article 2, Chapter 64 of the North Carolina General Statutes.

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

State of _____

County of _____

Signed and sworn to (or affirmed) before me this day by _____ (name of principal).

Date: _____

(Official Seal)

Official Signature of Notary
Notary's printed or typed name
Notary Public

My commission expires: _____

ATTACHMENT H
IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.58

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Notes to persons signing this form:

N.C.G.S. 147-86.58 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.58 requires that vendors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

**ATTACHMENT I
REFERENCE DISCLOSURE FORM**

Vendor shall provide information regarding experience in disaster debris clearance and removal services by listing THREE (3) MOST RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CABARRUS COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested in this RFP.

1. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____

2. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____

3. COMPANY NAME: _____
PERSON TO CONTACT: _____
TELEPHONE NUMBER: _____
TYPE OF SERVICE PROVIDED: _____
SIZE: _____
JOB DATES:
BEGINNING _____ END _____