

**REQUEST FOR PROPOSALS  
DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES**



**Date of Issue: 07-02-2019**

**Bid Opening Date: 08-19-2019**

**Bid Opening: Commissioner's Chambers**

**Time: 3:00 PM**

**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 contractors to enter into a contract on an "as needed" basis, at no immediate or annual cost to Client. Contractors shall provide emergency disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Client in order to

eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Vendors shall provide disaster recovery 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 contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

The Contractor 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.

<b>Event</b>	<b>Responsibility</b>
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](mailto:tcnunn@cabarruscounty.us) by the date and time specified above. Vendors should enter “RFP for Debris Removal- Questions” as the subject for the email. Questions submittals should include a reference to the application RFP section and be submitted in a format shown below:

<b>Reference</b>	<b>Vendor Question</b>
RFP Section, Page Number	Vendor question ... ?

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.

<b>Mailing address for delivery of proposal via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
Cabarrus County Manager's Office Attn: Tom Nunn Post Office Box 707 Concord, North Carolina 28026-0707	Cabarrus County Manager's Office Attn: Tom Nunn Post Office Box 707 Concord, North Carolina 28026-0707

**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.**

- a) Submit **one (1) signed, original executed** proposal response, three (3) copies, and (1) electronic copy on flash drive, of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. 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.
- c) 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.

### **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 Contractor 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: A. Introduction: 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.

#### **B. Business Information**

Please provide:

- 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 2: 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 3: 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 4: Past Performance**

Vendor(s) must list and provide required information from **all** 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 5: 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 1. 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 Contractor(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 Contractor 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 contractor is able to provide a payment and performance bond.

#### **Section 6: Financial Statements**

- A. 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 7: Existing Contracts**

- Provide a list of all **existing** debris removal/hauling contracts

**Section 8: Resources**

- Detailed listing of Contractor's equipment and resources
- A debris management and response plan (mobilization and operations plan)

**Section 9: References**

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

**Section 10: Other Requirements**

- Provide a statement of the contractor'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 contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor'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.

Contractor 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: Hourly Fee Schedule
3. Completed version of Attachment C: Proposal Submission Form
4. Completed version of Attachment D: Certification of Financial Condition
5. Completed and signed version of Attachment E: Certification Regarding Lobbying
6. Completed and signed version of Attachment F: Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification
7. Completed and signed version of Attachment G: Conflict of Interest
8. Completed and signed version of Attachment H: E-Verify Affidavit
9. Completed and signed version of Attachment I: Iran Divestment Act Certification
10. Completed version of Attachment J: 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 scored using the following criteria:



<b>Evaluation Criteria</b>
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 Contractor 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 three (3) 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 five terms (5 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 ATTACHMENT B – HOURLY 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 Contractor of any material term or condition of the contract as determined by the Client. Material breach by the Contractor 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 Contractor, 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 Contractor in directing Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor is not proceeding satisfactorily to compliance, it may impose the sanctions after 24 hours' notice to the Contractor. If the Client determines that the Contractor 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 Contractor, in writing, with a copy to the Surety of the sanctions imposed.

**D. Payment.** After declaration of default has been made final, the Contractor 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 Contractor 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 Contractor, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Contractor upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Contractor.

In the event that the Contractor's employees, equipment, or materials are used in prosecution of the work, or any part thereof, after default is declared, payment to the Contractor 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 Contractor and the Surety shall be liable to the Client for such excess and shall pay such amount to the Client.

**E. Obligation of Contractor 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 Contractor or the Surety upon the obligation set forth in the contract bonds, and the Contractor 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 Contractor 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 Contractor has failed to meet the performance requirements of this Agreement or fails to make delivery of the supplies, perform the work, or if the Contractor fails to perform any other provisions of this Agreement. The Client may also terminate the contract immediately at its convenience for any reason. Unless Contractor is in breach of the contract, the Contractor 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, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the Client.

### **IRAN DIVESTMENT ACT**

Contractor 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), Contractor 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**

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

**A.** The contractor will 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.

**B.** 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.

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

**D.** 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.

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

**F.** 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.

**G.** 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.

**H.** The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE**

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

**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 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 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 contractor'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 contractors, 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 Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris (herein referred to as "debris"), including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the Client. Contracted services will only be performed when requested and as designated by the Client.

The Contractor shall load and haul the debris from within the legal boundaries of the Client to a site(s) specified by the Client. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County and/or municipality's Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the contractor) by the Public Assistance grant program guidelines, FEMA Publication 321 - Public Assistance Policy Digest, FEMA Publication 322 - Public Assistance Guide, FEMA Publication 323 - Public Assistance Applicant Handbook, FEMA Publication 325 - Debris Management Guide, all applicable state and federal Disaster-specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County and/or Municipality's Debris Manager. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 6.

Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to Client-approved DMS(s) or Client-approved Final Disposal Site(s); 4) reducing disaster-related debris; 5) hauling reduced debris to a Client-approved Final Disposal Site; and 6) disposing of reduced debris at a Client-approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, or dumped under this

contract unless written instructions are given to the contractor by the County and/or Municipality's Debris Manager. It shall be the contractor's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris that is the result of the event under which the Contractor was issued notice to proceed, unless otherwise directed by the County and/or Municipality's Debris Manager in writing.

Client personnel will complete the Phase 1 initial debris clearance for access from public streets and highways, including the moving of debris to unblock a street or highway. The County intends to perform debris clearance for access within its own forces or under existing contracts between the Client and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the contractor may be directed to perform them.

The scope of services under this contract include but is not limited to:

**1. Emergency Push/Road Clearance:**

At the request of the Client, this contract work shall consist of labor, equipment, fuel, and associated costs necessary to clear and remove debris from Client roadways to make them passable immediately following a declared disaster. All roadways designated by the County and/or Municipality's Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the Client to conduct emergency roadway clearance work. The Client may choose to extend the Contractor's 70-hour limit through a written request and with approval from FEMA. This may include roadways in municipalities within the County or other governmental agencies under the legal responsibility of the Client. Clearance of these roadways will be performed as identified by the County and/or Municipality's Debris Manager. The contractor shall assist the Client and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e. certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment B – Hourly Fee Schedule. Once this task is accomplished, the following additional tasks will begin as required.

**2. Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the Client when directed to do so by the Client. The Contractor shall use reasonable care not to damage any County and/or Municipal or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the Client may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**a. Right-of-Way Vegetative Debris Removal:**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs based upon unit price per load necessary to pick up and transport disaster-related vegetative debris existing on the County ROW to a Client-approved Debris Management Site (DMS) or a Client-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with



loading equipment (i.e., not behind a fence or other physical obstacle) will be removed. Removal of vegetative debris existing in the County and/or Municipality will be performed as identified by the County and/or Municipality's Debris Manager. Once the debris removal vehicle has been issued a load ticket from the Client-authorized representative, the debris removal vehicle will proceed immediately to a Client-approved Debris Management Site (DMS) or a Client-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Client or its authorized representative. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Client or its authorized representative. The Client will provide specific Right-of-Entry (ROE) legal and operational procedures. The contractor must provide traffic control as conditions require or as directed by the County and/or Municipal Debris Manager.

**b. ROW C&D (Construction & Demolition Debris) Debris Removal:**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the County ROW to a Client-approved Debris Management Site (DMS) or Client-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed. Removal of C&D debris existing in the Client ROW will be performed as identified by the County and/or Municipality's Debris Manager. Once the debris removal vehicle has been issued a load ticket from the County-authorized representative, the debris removal vehicle will proceed immediately to a Client-approved Debris Management Site (DMS) or a Client-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Client or its authorized representative. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the Client or its authorized representative. The Client will provide specific ROE legal and operational procedures. The contractor must provide traffic control as conditions require or as directed by the County and/or Municipality's Debris Manager.

**3. Right-of-Entry (ROE) Removal (if implemented by the Client):**

The Contractor will remove ROE debris from private property with due diligence, as directed by the Client. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the Client to mark these utilities but the Client does not warrant that all will be located before debris

removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

#### **4. Demolition of Structures (if implemented by the Client):**

The Contractor will remove structures designated for removal by and at the direction of the Client. The Contractor agrees to remove in a timely manner all structures as determined by the Client.

##### **a. Demolition, Removal, Transport, and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the Client. Before work has commenced Client shall follow normal condemnation procedures for legal condemnation. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, debris generated from the demolition of Non-RACM structures as well as scattered C&D debris on private property will be transported to a County-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
2. Any structurally unsound and unsafe structures will be identified and presented to the Client for direction regarding decommissioning.
3. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County and/or Municipal Debris Manager.
4. Once the debris removal vehicle has been issued a load ticket from the Client-authorized representative, the debris removal vehicle will proceed immediately to a Client-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Client or its authorized representative. The Client will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

The contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.)

##### **b. Demolition, Removal, Transport, and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and

dispose of RACM structures located on private property within the jurisdictional limits of the Client. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris located on private property, will be transported to a Client-approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
2. Any structurally unsound and unsafe structures will be identified and presented to the Client for direction regarding decommissioning.
3. Removal and transportation of RACM demolished structures and scattered C&D debris located on private property will be performed as directed in writing by the County and/or Municipality's Debris Manager.
4. Once the debris removal vehicle has been issued a load ticket from the Client-authorized representative, the debris removal vehicle will proceed immediately to a County-approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
5. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Client or its authorized representative. The Client will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
6. The contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc).

## **5. Private Property Waivers**

The Client will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners for the removal of debris and/or demolition of structures from residential and/or commercial properties.

## **6. Rapid Response Crew**

The contractor(s) shall be required to provide the Client with access to one or more Rapid Response Crews (RRCs) as directed by the Client. The purpose of the RRC is to respond immediately to disaster-related debris piles as directed by the County and/or Municipality's Debris Manager or the Client-authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster-related debris that the Client deems a priority for overall recovery.

## **7. Annual Coordination Meeting**

The Contractor(s) shall be required to attend an annual coordination meeting with the Client at no additional cost to the Client.

## **8. Debris Management Sites (DMS)**

The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The proposed DMS must be approved by the Client. Depending on the event, the Client may provide the Contractor with DMS locations within the County and/or Municipality. The cost associated with acquiring, preparing, leasing, renting, operating, or remediating land used as a DMS in the County and/or Municipality is a cost borne by the vendor and compensated based on the Contractor's bid for DMS management and reduction of debris.

The Contractor will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

1. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
2. Ensuring only Contractor vehicles and others specifically authorized by the Client will be allowed to use the DMS.
3. Providing DMS utilities, which include but are not limited to water, lighting, and portable toilets.
4. Providing traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
5. Providing DMS dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
6. Providing DMS fire protection, which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), firebreaks, and a site foreman.
7. Providing 24-hour site security for each DMS.
8. **Build the Debris Monitoring Tower (meeting standard specifications)**

Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade and other physical features of the site that were present prior to use by the Contractor. Site remediation also includes returning the site to its original condition as verified through pre and post event soil and groundwater samples.

The Client may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily. The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS

Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the vendor's Operation Manager, who will in turn provide this information to the Client. These daily reports must meet the requirements of FEMA, other applicable federal agencies, and other reimbursement and regulatory governmental agencies.

The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Client and the North Carolina Department of Environmental and Natural Resources (NCDENR). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and replacement sod or seeding must meet standards for intended use.

## **9. Description of Designated Area**

- A.** The designated area for debris removal (the Client right-of-way) is bounded by the County and/or Municipality limits and includes public property and right-of-way (ROW), County and/or Municipal parks, and Client debris staging areas within the unincorporated areas and may include private segments within the jurisdictional boundaries of the County and/or Municipality. The County and/or Municipal Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County and/or Municipality's Debris Manager.
- B.** The County and/or Municipality's Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C.** All debris identified by the County and/or Municipality's Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County and/or Municipality is at the discretion of the County and/or Municipality's Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County and/or Municipality or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed.

The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County and/or Municipality's Debris Manager in writing.

- D.** Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches in any dimension shall be left at the point of collection.
- E.** Contractor shall deliver all disaster-related debris to a Client-approved Debris Management Site (DMS) or Client-approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations. The main location is the Cabarrus County Solid Waste Management Landfill located at 4441 Irish Potato Road Concord, North Carolina 28025. Another location is The Household Hazardous Waste/Recycling Convenience Center 246 General Services Drive, SW Concord, NC 28025.
- F.** All Final Disposal Sites must be approved, in writing, by the County and/or Municipality's Debris Manager. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. The Contractor reduction, handling, disposal, and remediation methods must be approved, in writing, by the County and/or Municipality's Debris Manager.
- G.** Payment for disposal costs such as tipping fees incurred by the Contractor at a Client-approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the Client as a pass-through cost. Prior to reimbursement by the Client, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the Client-approved Final Disposal Site. All storm debris will be charged at C&D landfill rates.
- H.** The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies or any public utilities.
- I.** The Client reserves the right to inspect DMS,

verify quantities, and review operations at any time.

### **COMPLIANCE BY AWARDED CONTRACTOR**

The awarded contractors 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, contractors 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 let, the awarded contractor 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; Contractors shall include these special provisions in all subcontracts for this contract. Failure on the part of the Contractor 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 AND 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 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).

(B) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the 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) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **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 contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the 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 contractor agrees to include these requirements in each subcontract exceeding \$100,000.

**B. Federal Water Pollution Control Act:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the 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 contractor agrees to include these requirements in each subcontract exceeding \$100,000.

**PROCUREMENT OF RECOVERED MATERIALS**

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

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**

<b>ITEM</b>	<b>DESCRIPTION OF SERVICE</b>	<b>COST</b>	<b>UNIT</b>
1	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles.(See attached map for TDMS/Final Disposal locations)		/CY
1a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY
1b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY
1c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY
1d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY
1e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY
1f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY
1g.	For distances over 250 miles add.		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles.		/CY
2a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY
2b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY
2c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY
2d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY
2e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY
2f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY

2g.	For distances over 250 miles add.		/CY
3	C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles.		/CY /TON
3a.	For distances over 20 miles but less than or equal to 30 miles add.		/CY /TON
3b.	For distances over 30 miles but less than or equal to 45 miles add.		/CY /TON
3c.	For distances over 45 miles but less than or equal to 60 miles add.		/CY /TON
3d.	For distances over 60 miles but less than or equal to 100 miles add.		/CY /TON
3e.	For distances over 100 miles but less than or equal to 175 miles add.		/CY /TON
3f.	For distances over 175 miles but less than or equal to 250 miles add.		/CY /TON
3g.	For distances over 250 miles add.		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles.		/CY /TON
4a.	For distances over 20 miles but less than or equal to 30 miles add.		CY /TON
4b.	For distances over 30 miles but less than or equal to 45 miles add.		CY /TON
4c.	For distances over 45 miles but less than or equal to 60 miles add.		CY /TON
4d.	For distances over 60 miles but less than or equal to 100 miles add.		CY/TON
4e.	For distances over 100 miles but less than or equal to 175 miles add.		CY /TON
4f.	For distances over 175 miles but less than or equal to 250 miles add.		CY /TON
4g.	For distances over 250 miles add.		CY /TON
5	Management of DMS/TDSRS (NOTE 2)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS		/CY

7	Grinding or consolidation of C&D debris at DMS/TSDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TSDSRS		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TSDSRS		/CY
10	Pick Up and Haul of White Goods to Site within Cabarrus County.		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Dead Animal Collection, Transportation and Disposal		/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way (Hauling to be disposed of will be handled as items 1-6). See also (NOTE 2). All prices include fill dirt</b>			
14	24 – 35.99 inch diameter measured 24” above ground		/STUMP
15	36 – 47.99 diameter measured 24” above ground		/STUMP
16	48 inch diameter and greater measured 24” above ground		/STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</b>			
17	Removal of hazardous hanging limbs 2 inches or more at point of break, 1-5 limbs		/TREE
18	Removal of hazardous hanging limbs 2 inches or more at point of break, 6-10 limbs		/TREE
19	Removal of hazardous hanging limbs 2 inches or more at point of break, greater than 10 limbs		/TREE
20	Removal of hazardous standing trees 6” – 12.99” in diameter (NOTE 5)		EACH
21	Removal of hazardous standing trees 13” – 24.99” in diameter (NOTE 5)		EACH
22	Removal of hazardous standing trees 25” – 36.99” in diameter (NOTE 5)		EACH
23	Removal of hazardous standing trees 37” – 48.99” in diameter (NOTE 5)		EACH
24	Removal of hazardous standing trees more than 49” in diameter (NOTE 5)		EACH
<b>The following items shall be billed on a time and material basis.</b>			
25	Emergency Road Clearance		/Attachment B

### NOTES:

1. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Client at cost.
2. Includes management of site remediation to include but not limited to pre and post use soil, water testing, and construction of tower.
3. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-6 rates as appropriate.
4. Invoices to be based on incoming and/or outgoing load tickets.
5. Measured at 4.5 feet above ground.
6. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the CPI-U as published by the U. S. Department of Labor, Bureau of Labor Statistics effective from February 1 through February 1 of the following year.
7. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.
8. The process and handling of House Hold Hazardous Waste (HHW), Freon Management, Dead Animal Collection, and White Goods will be processed by the contractor. The price submitted in this RFP will be fully inclusive of these items. Disposal costs are to be incurred by the contractor and will not be invoiced to the County. Contractor must provide documentation that materials were disposed of at a final disposal facility approved by NCDEQ to accept such materials.
9. All Temporary Debris Management Site (TDMS) locations are based on historical use and could be relocated.

**ATTACHMENT B  
PHASE 1 CUT & TOSS (ROAD CLEARANCE ONLY)  
HOURLY FEE SCHEDULE**

ITEM DESCRIPTION (or equivalent)	HOURLY RATE
JD 544 Wheel Loader with debris grapple	\$ _____
JD 644 Wheel Loader with debris grapple	\$ _____
Extendaboom Forklift with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with bucket	\$ _____
753 Bobcat Skid Steer Loader with street sweeper	\$ _____
30-50 H Farm Tractor with box blade or rake	\$ _____
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
JD 648E Log Skidder	\$ _____
CAT D4 Dozer	\$ _____
CAT D5 Dozer	\$ _____
CAT D6 Dozer	\$ _____
CAT D7 Dozer	\$ _____
CAT D8 Dozer	\$ _____
CAT 125 – 140 HP Motor Grader	\$ _____
JD 690 Track hoe with debris grapple	\$ _____
JD 690 Track hoe with bucket and thumb	\$ _____
Rubber Tired Track hoe with debris grapple	\$ _____
Rubber Tired Excavator with debris grapple	\$ _____
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
210 Prentiss Knuckle boom with debris grapple	\$ _____
CAT 623 Self-Loader Scraper	\$ _____
Hand-Fed Debris Chipper	\$ _____
300 – 400 HP Tub Grinder	\$ _____
800 – 1000 HP Tub Grinder	\$ _____
30 Ton Crane	\$ _____
50 Ton Crane	\$ _____
100 Ton Crane	\$ _____
40 – 60' Bucket Truck	\$ _____
Greater than 60' Bucket Truck	\$ _____
Fuel/Service Truck	\$ _____
Water Truck	\$ _____
Portable Light Plant	\$ _____
Equipment Transports	\$ _____
Lowboy Trailer with Tractor	\$ _____
Flatbed Truck	\$ _____
Pick-up Truck	\$ _____
Off road truck	\$ _____
Self-Loading Dump Truck with debris grapple	\$ _____
Single Axel Dump Truck, 5 – 12 cu. yd.	\$ _____

Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
Power Screen	\$ _____
Stacking Conveyor	\$ _____
Chainsaw (without operator)	\$ _____
Air Curtain Incinerator, self-contained	\$ _____
Temporary Office Trailer	\$ _____
Mobile Command and Communications Trailer	\$ _____
Generators from 10KW to 300KW	\$ _____
Other:	\$ _____
Other:	\$ _____
Other:	\$ _____

**NOTES:**

1. Attachment B hourly equipment rates are fully encumbered including, but not limited to, the cost of the operator, fuel, and maintenance.
2. All proposed rates in Attachments A & B are fully encumbered to include profit and overhead including, but not limited to, the cost of lodging, meals, communications equipment, vehicle/transportation, personal protective equipment, and any other necessary supplies to carry out the scope of this contract.

**ATTACHMENT C  
PROPOSAL SUBMISSION FORM  
DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES**

This Proposal is submitted by:

Vendor Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (signed): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(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 D  
CERTIFICATION OF FINANCIAL CONDITION**

Name of Vendor: \_\_\_\_\_

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

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

Date of latest audit: \_\_\_\_\_

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

The Vendor is current in all amounts due for payments of federal and 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:**



\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

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

**ATTACHMENT E**  
**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 [Contractor] 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 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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**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 contractor.

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 Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT G 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 contractors/vendors, 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.

**ATTACHMENT H**

STATE OF NORTH CAROLINA

**E-VERIFY AFFIDAVIT**

COUNTY OF CABARRUS

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)

a. YES \_\_\_\_\_, or

b. 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.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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)

**ATTACHMENT I**  
**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 contractors 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](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT J  
REFERENCE DISCLOSURE FORM**

Contractor 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 LISTINGS. 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 \_\_\_\_\_