

**REQUEST FOR QUALIFICATIONS
RFQ#10920-DEMO**

**Abatement, Demolition and
Restoration Services**

Robeson County

**Hazard Mitigation Grant Program Funded Property:
Acquisition, Elevation, and Reconstruction Projects**



SUBMITTAL DUE DATE

October 9, 2020

5:00 P.M. EST

**ROBESON COUNTY PURCHASING
LUMBERTON NC 28358**

REQUEST FOR QUALIFICATIONS #10920-DEMO

**ROBESON COUNTY – FEMA’S HMGP GRANT PROGRAM FOR ACQUISITIONS, ELEVATIONS
AND RECONSTRUCTIONS - ABATEMENT, DEMOLITION AND RESTORATION SERVICES**

REQUEST FOR QUALIFICATIONS

I. Project Background, Description and Goals

Robeson County intends to use FEMA Hazard Mitigation Grant Program (HMGP) funds to buy real property, elevate structures, and reconstruct structures that were severely impacted by declared disasters. The County intends to use FEMA funding to acquire flood-damaged properties.

Robeson County is requesting submittals from qualified contractors with demonstrated experience in hazardous materials abatement, demolition, debris removal and disposal, site grading, and restoration as generally outlined within this RFQ. Robeson County, in accordance with this procurement document, will award continuing services contracts to selected Contractors. The awarded contracts will remain in effect for a two-year period from execution date of contract. Selected Contractors will subsequently have the opportunity to bid on services at specific project sites via task order solicitations. Robeson County anticipates awarding work on 15-30 project sites as part of this procurement. All project sites are located within incorporated or unincorporated Robeson County. Existing buildings that are part of an open space acquisition and demolition project must be removed and disposed of in accordance with applicable laws within 90 days of closing and settlement of the property acquisition transaction.

No work is guaranteed by an award of a contract.

Robeson County will prepare a specific scope of work for each project site prior to requesting bids from selected Contractors. Requested work will generally fall within three phases: 1) Asbestos and hazardous material abatement, removal and disposal; 2) Demolition of structures and debris removal, including hauling and disposal; and 3) Site grading and restoration.

Contractors are required to be capable of furnishing all labor, machinery, equipment, testing, hauling, materials and supplies to provide the services contained herein. The contractor will be responsible for streamlining staging, traffic control, temporary access, and work activity, in coordination with the County representative.

Response Requirements

W-9 REQUIREMENT

A copy of your business’s W-9 is required to be included in your submittal

Insurance Requirements

General Liability – Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate

Workers’ Compensation and Employer’s Liability – Maintained to statutory limits

Professional Liability – Minimum limits required to be \$1,000,000 per loss and \$1,000,000 aggregate

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers’ Comp and sole proprietorships) you may request one in your response with an explanation.

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Written Inquiries

All inquiries regarding this RFQ shall be submitted via e-mail to the Robeson County Office at amber.britt@co.robeson.nc.us, on or before **3:00 p.m. October 5, 2020**. A response from the County to all inquiries shall be posted and sent via email no later than **October 7, 2020**.

Submittal Instructions

Submittals are due at the 435 Caton Rd, Lumberton, NC 28360 or the email box listed below, for time and date recording on or before **5:00 p.m. Eastern Time on October 9, 2020**.

Your response can be submitted in the following ways: Please note that e-mail responses to this solicitation are preferred but are limited to a maximum of 25MB capacity. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email.

E-Mail: amber.britt@co.robeson.nc.us; identified as RFQ#10920-DEMO - HMGP Abatement, Demolition and Restoration Services in the subject line.

-OR-

UPS/FED EX (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFQ #10920 – DEMO – HMGP Abatement, Demolition and Restoration Services** to Robeson County, Amber Britt, 435 Caton Rd, Lumberton NC 28360.

Please allow at least 2 days for delivery of FED EX or UPS delivery.

All RFQs must be received, and time and date recorded by authorized County staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFQ response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The County reserves the right to reject any-and-all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of Robeson County, State of North Carolina.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact (910) 671-3016 at least 48 hours before the scheduled event.

Davis Bacon Act requirements do NOT apply to this project.

HUD Section 3 requirements DO apply to this project

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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the Proposer’s risk.
2. Each Proposer shall furnish the information required in the Request for Qualifications.
3. The Continuous Services Contract/Purchase Order will be awarded to that responsible bidder, or bidders, whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Robeson, price and other factors considered.
4. Robeson County reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of Robeson County to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFQs without the consent of the County Purchasing Manager or delegated representative.
6. A signed purchase order or contract furnished to the successful Proposers results in a binding contract without further action by either party.
7. Late or unsigned responses to this RFQ will not be accepted or considered. It is the responsibility of Proposers to ensure their response to this RFQ arrives in the office of the County’s Purchasing Manager prior to the time indicated in the Request for Qualifications.
8. The price to be submitted at the time property specific task orders are issued shall be exclusive of any Federal or State taxes from which Robeson County is exempt by law.
9. Any interpretation, correction or change of the RFQ documents will be made by Addendum. Interpretations, corrections and changes of the RFQ documents made in any other manner will not be binding, and Proposer shall not rely upon such interpretations, corrections and changes. The County’s Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFQs submitted in response to this “Request for Qualification” and any resulting contract are subject to the provisions of the General Statutes § 132-1.2 or General Statutes § 143-52. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFQ itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

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GENERAL SCOPE OF WORK

Robeson County is requesting submittals from qualified contractors with demonstrated experience in hazardous materials abatement, demolition, debris removal and disposal, site grading, and restoration as generally outlined within this RFQ. Robeson County, in accordance with this procurement document, will award continuing services contracts to selected Contractors. Selected Contractors will then have the opportunity to bid on services at specific project sites participating in the FEMA HMGP program. Robeson County anticipates awarding work on 15-30 project sites as part of this procurement. All project sites are located within incorporated or unincorporated Robeson County. Existing buildings that are part of an open space acquisition and demolition project must be removed and disposed of in accordance with applicable laws within 90 days of closing and settlement of the property acquisition transaction.

Robeson County will prepare a specific scope of work for each project site prior to requesting bids from selected Contractors. Requested work will generally fall within three phases: 1) Asbestos and hazardous material abatement, removal and disposal; 2) Demolition of structures and debris removal, including hauling and disposal; and 3) Site grading and restoration.

Phase 1 - Asbestos and Hazardous Material Abatement, Removal & Disposal

Each project site will have been tested for asbestos, lead, with other hazardous materials inventoried and quantified by a third party prior to commencement of work under this procurement. Contractor will be responsible for coordinating with the County-hired third party hazardous materials testing consultant to successfully conduct abatement, removal and disposal activities. Work under this phase will be dependent upon testing and inventory results, and may not be required at all project sites.

Phase 2 - Demolition of Structures and Debris Removal

Each Project site will require demolition of site improvements and debris removal according to site conditions. Demolition work required under this phase may include, but is not limited to: houses, detached accessory structures, foundations/slabs only, basements, septic tanks, onsite wastewater treatment systems, water wells, propane tanks, cisterns paved and gravel driveways, retaining walls, fences and other improvements that may be found on the property. This phase may also include the removal of flood deposited sediment, vegetative debris, trees, abandoned vehicles, etc.

Phase 3 - Site Grading and Restoration

Contractor will be required to re-grade the site upon successful completion of demolition activities, which may include filling and/or grading erosion caused by flood waters to blend in with the contours of surrounding areas, filling holes left by basements with acceptable fill material, grading the site to a level grade matching adjacent contours, and removing site access points, etc. Other site restoration, seeding, weed-free straw mulch application, erosion matting or other control measures may also be required, and will be identified on a per-site basis.

Incidental Items

Other items of work that may be incidental to project completion may include, but are not limited to, notifying utilities, capping of utilities, constructing and subsequently removing a temporary access road into and/or across the project site, temporary culvert installation for stream crossings, and implementing erosion control. Contractor may be tasked with providing photo records before and after each phase. Contractor will be responsible for acquiring all required permits.

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DEMOLITION MINIMUM SPECIFICATIONS

1. General

The Contractor shall provide all labor, equipment, machines and tools necessary to perform demolition and debris removal of structures at the work sites identified. The work sites will be identified by street address of the primary structure located at the site, and each site will be additionally identified by the Tax Identification Number of the property. All utility services must be shut down, disconnected and removed by appropriate parties.

The Contractor shall verify the service has been shut down prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition. The local/state government will present the Contractor with the condemnation notice and/or permit for demolition and right-of-entry for each structure.

The Contractor shall comply with the directions of the local/state government representative having jurisdiction over the work, such as, but not limited to, the hours of work and the abandonment of utilities. The pricing submitted for the subject work shall be all-inclusive. The cost submitted will include the removal of all debris generated by the demolition and removal of any debris which is deemed necessary to complete the demolition.

2. Mobilization

The Contractor shall be capable of mobilizing his equipment and crews within seven days of the receipt of Notice to Proceed. The Contractor shall work expeditiously to obtain permits and proceed with the work.

3. Scope of Work

In addition to the general requirements, the following conditions shall also be required:

- a. The Contractor is responsible for demolishing the specific structures and removing the resulting debris, as well as any associated outbuildings specified by the local/state representative.
- b. All demolition debris shall become the property of the Contractor. It shall be the Contractor’s responsibility to remove from the site and properly dispose of all material in accordance with federal, state and local ordinances.
- c. The Contractor shall coordinate the clearing of all property with the local/state representative.
- d. Inoperable automobiles, trucks, boats and trailers shall be removed from the site by acceptable and approved towing methods. Unless notified otherwise, these items shall become the property of the Contractor.
- e. All relevant street side appurtenances including fire hydrants, fencing and street signs shall be left undamaged during demolition and debris removal. Damaged, disconnected and/or out-of-place street side appurtenances, such as fire hydrants, manhole covers and street signs shall not be collected, unless otherwise directed by the local/state representative. Locations of previously-damaged appurtenances shall be reported to the local/state representative.

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g. Propane cylinders may be located in debris. If found, propane cylinders shall be stored on-site, and the appropriate local/state representative shall be notified. Propane cylinder disposal measures should be undertaken at the discretion of the local/state representative.

h. The Contractor can use tracked or rubber-tired equipment in the performance of this contract. The Contractor is directed to coordinate with the local/state representative in identifying and resolving liability for damage. The Contractor shall make repairs to property damaged by negligence of the Contractor. Damages caused by the fault or negligence of the Contractor will not be reimbursable under this contract. The Contractor shall preserve and protect all existing structures which have not been designated for demolition. The Contractor shall preserve and protect vegetation such as trees, shrubs and grass on or adjacent to the area of work.

i. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation Regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All trucks utilized in hauling debris shall be provided with a means to effectively contain the debris on the vehicle while hauling.

j. Any material which is found to be classed as hazardous or toxic waste shall be reported immediately to the local/state representative. At the local/state representative’s direction, this material shall be segregated from the remaining debris in such a fashion as to allow remaining debris to be loaded and transported.

k. The Contractor is to notify the local/state representative immediately of any situation which causes a health or safety risk to workers on site. The hazardous or toxic waste must be disposed of in accordance with federal, state, and local ordinances.

l. The use of burning at the project site for the disposal of refuse and debris will not be permitted unless for fire fighter training. The use of explosives will not be permitted.

m. The Contractor must comply with all state and/or federal laws, regulations, policies and guidelines and take all necessary precautions to identify and protect threatened or endangered species and wetland habitats throughout the duration of the project.

n. The Contractor shall verify whether or not underground storage tanks are present at the project site. If underground tanks are found to be present, the Contractor must notify the local/state representative prior to any attempt to remove the tanks.

o. Any fill material required from a borrow site must be obtained from a borrow site which has been pre-approved in writing by the state/local government.

p. Rough grading of the site by the Contractor is included. Preparation of subsoil, placing of topsoil, seeding, mulching and fertilizer are not a part of this demolition contract.

r. Prior to demolition, each acquisition property will be inspected to determine the possible presence of asbestos, and other toxic and/or hazardous substances. The inspection will be conducted in compliance with all federal and state environmental laws and regulations. Robeson County has contracted for hazardous materials testing and abatement oversight and Contractor shall coordinate with the County’s contracted representative

Should asbestos or other toxic and/or hazardous substances be found during inspection, the building demolition and site clean-up will be conducted in such a way as to follow all federal and state environmental laws and regulations.

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Demolition/Removal Activities for Acquisition and Mitigation Reconstruction Projects:

- Removal of demolition debris and household hazardous wastes to an approved landfill (including debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs)
- Abatement of asbestos and/or lead-based paint
- Asbestos and lead-based paint must be dealt with appropriately.
- Existing associated structures, garages, and above-grade concrete slabs must be removed.
- Abandoned septic tanks, if not removed, must be emptied and the floors and walls must be cracked or crumbled to prevent the tank from holding water and the tank must be filled with sand or other clean fill.
- Permitted disposal of fuel tanks that support residential use only.
- All foundation and basement walls not included in mitigation reconstruction project footprints shall be removed to at least one foot below the finished grade of the site or as necessary to construct the new foundations.
- All basements not included in the mitigation reconstruction project footprint shall be filled with compacted clean fill. Prior to filling, basement floors should be provided with a minimum one-foot diameter hole in the floor to allow for drainage.
- Removal of only the trees, if any, that restrict the demolition or reconstruction work on any structure
- Any abandoned utilities shall be terminated at least 2 feet below the finish grade of the site
- Any abandoned wells shall be capped and associated components may be removed.
- Grading, leveling, and site stabilization of all demolition sites
- All disturbed areas must be graded and leveled; the top 12 inches of soil shall be capable of supporting vegetation in areas not included in the reconstructed footprint.

WORK SPECIFICATIONS

Contractors awarded a continuing services contract will be asked to submit bids on Task Orders for services at individual or groups of project sites. Each Task Order will include a detailed scope of work and site information, a list of permits that must be obtained, and deadline requirements. Robeson County will select the lowest responsive bidder for each Task Order and coordinate with the winning contractor on the development of a Work Plan, ultimately issuing a Notice to Proceed directing the commencement of work in accordance with the Task Order and Work Plan. Contractors may not start work until they are provided with a property-specific Notice to Proceed (NTP).

Detailed Scope of Work and Site Information

The Detailed Scope of Work include within each Task Order will include a description of the work required in accordance to the three phases of work: 1) Asbestos and hazardous material abatement, removal and disposal, 2) demolition of structures and debris removal, and 3) site grading and restoration.

Robeson County will provide complete results of asbestos and lead paint testing and inventory and quantification of other hazardous materials, as well as the scope of work required to complete abatement and removal as part of Phase 1. Asbestos testing is not the responsibility of the Contractor awarded a contract resulting from the RFQ. All workers associated with the performance of applicable services resulting from this RFQ must comply with all asbestos

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requirements and guidelines for training, licensing, registration, certification for asbestos and lead abatement and remediation.

Robeson County will provide detailed information about the improvements required to be demolished and removed as part of Phase 2, including photographs, and Robeson County Assessor information like total square footage, bedrooms and stories, and known information on below grade improvements. Contractor will be expected to visit each project site prior to bidding on a Task Order, familiarizing itself with the specific site conditions, etc. All materials removed from the project sites must be documented cradle to grave, i.e. tipping tickets or receipts documenting disposal at a permitted landfill, recycling or composting facility, etc.

Site restoration and grading is expected to be a minor, but critically important component of these projects. Robeson County will provide specifications for required grading, site restoration, and erosion control as well as material quantities required to complete Phase 3 work.

Robeson County will provide as much additional information about each project site as possible to aid the Contractor in responding to each Task Order, including address and Robeson County Assessor’s Parcel ID, known site access issues, utility information, etc. The parcel ID will be used on all paperwork, permits, etc. Contractor will be expected to provide all equipment, personnel, materials, etc. as part of their lump sum bid price on each Task Order. Contractor will be required to coordinate with Robeson County’s third-party hazardous material consultant, field inspector or project manager on all phases of work. These personnel will help facilitate each phase of the project and assist the Contractor in collecting information required for reporting and payments.

Permitting

Contractors will be required to obtain all necessary permits dependent upon the scope of work for each site. Each Task Order will further identify required permits, though the ultimate responsibility for determining what permits are required is the Contractor’s. All permit fees are the responsibility of the Contractor.

Performance Schedule and Deadlines

Once a Contractor is selected to complete a Task Order, the Contractor will have five (5) calendar days to submit a Work Plan.

Once the Work Plan is approved, Robeson County will issue a Notice to Proceed (NTP) that is consistent with this procurement, the Task Order and Work Plan. The NTP will allow three (3) calendar days for the Contractor to commence work and further outline required completion dates for specific milestones. The anticipated maximum allowable time for project completion will be 21 calendar days from the date the NTP is issued unless an agreement is reached in writing between the Contractor and Robeson County extending that timeframe due to unique circumstances.

The Contractor shall work Monday through Saturday during daylight hours to complete the work, unless an alternative work schedule is agreed to in writing by the Contractor and Robeson County.

All schedules and deadlines are subject to revision and may vary per project site but will be made known to contractors as part of Task Orders so that specific performance schedule requirements can be considered prior to bidding.

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Work Plan

Once a Contractor is selected to complete a Task Order, the Contractor will have five (5) calendar days to submit a Work Plan with the following types of information (which may be further refined within each Task Order):

1. Site sketch (on aerial photo) including:
 - a. Site Access Plan
 - b. Approximate limits of work/disturbance
 - c. Improvements or trees/vegetation designated to remain and/or to be protected
 - d. Equipment staging location including dumpsters, trucks, loaders and “set-aside” area for household hazardous waste, electronic waste, white goods, etc.
 - e. Site access to staging area, debris areas and improvements, and into/across streambed, if applicable;
 - f. Erosion Control Plan if applicable;
2. Traffic Control plan if applicable
3. Description of the haul trucks/trailers with identifiers for the project site with bed dimensions and volume calculations for each vehicle;
4. Final destination(s) of debris, including haul routes and distances;
5. Safety considerations related to the project site/scope;
6. Hazardous materials abatement plan and schedule;
7. Schedule and estimated completion date for all services requested.

Discovered Cultural Resources

If cultural resources are inadvertently discovered during demolition, the Contractor must cease activity immediately and contact the County’s representative.

Disposal

The Contractors shall be responsible for providing a legal landfill disposal site for hauled materials. All solid and hazardous waste materials (asbestos-containing material, lead-based paint, and/or other hazardous materials or debris) must be disposed of, managed, and transported in accordance with North Carolina solid and hazardous waste regulations. Contractors will be responsible for paying all tipping fees as a part of the work. Tipping fees will be included in the Contractor’s bid pricing for specific work assignments. Contractor shall obtain a receipt/tipping ticket from the landfill/recycling facility for every load hauled.

Each Task Order will include complete results of asbestos and lead paint testing and inventory and quantification of other hazardous materials, as well as the scope of work required to complete abatement and removal as part of phase 1. North Carolina e-waste law bans the following from landfill: television sets, central processing units (CPUs), computer monitors, peripherals, printers, fax machines, laptops, notebooks, ultra-books, net books, electronic tablets, digital video disc (DVD) players, video cassette recorders (VCRs), radios, stereos, video game consoles and video display devices with viewing screens greater than four inches diagonally. Household hazardous waste includes including motor oil, antifreeze and other auto products, paints, cleaners and other home improvement products, garden, pool, hobby and pet products. Hazardous materials shall be hauled, or picked up, to be disposed of at the appropriate Household Hazardous Waste Collection Center.

Contractor shall have a spill-kit at each working site close to the recyclable and hazardous materials “set aside” areas and will set-aside material in manner to prevent any soil or water contamination.

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Traffic Control Plan

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local and contractual requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. Work shall be accomplished in a safe manner in accordance with Federal, State, and local requirements.

Violations, Incidents and Repairs

Contractor will be responsible for all repairs to structures or facilities that are damaged during scope of work operations including but not limited to signs, light poles, gas meters, fire hydrants, well heads and so forth. Contractor will be responsible for all repairs to private property, including, but not limited to repairing access ways created or utilized to access work location and to haul material in and out of the work site.

Payment

Contractor shall furnish and pay the cost, including sales tax and all other applicable taxed and fees, including permit fees, and provide all the necessary materials, and shall furnish and pay for all the superintendents labor, tools, equipment, transportation, etc. to perform ALL work items identified in the Task Order, and any incidental tasks required for successful completion. No payments will be made beyond the awarded lump sum bid price, unless the scope of work is modified by a written Change Order. Change Orders must be mutually agreed upon in advance of any additional work.

Consultant shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials, and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation, and perform all other work required for the scope of services as defined herein, in strict accordance with the contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

Invoices may be submitted for County approval upon completion of ALL work included within each Task Order/NTP. Invoices will not be accepted for partial completion.

Prior to payment Contractor will be required to provide documentation demonstrating that work has been completed in accordance with the Task Order and Work Plan. This will include, but may not be limited to: copies of all permits, before and after photographs of each phase of work, tipping tickets or other disposal receipts, receipts for materials brought to the site, etc. Robeson County’s third party hazardous material consultant, field inspector demolition project manager or other personnel will be responsible for inspecting and approving the work in the field prior to any payments. The County retains 30 calendar days to issue payment after invoice approval. Retainage will be withheld from each payment.

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Minority- and Women-Owned Businesses (MBE/WBE) Clause

The prime Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women’s business enterprises, and labor surplus area firms.

- (1) Place qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce; and
- (6) Require the subcontractor, if further subcontracts are to be let, to take the affirmative steps in paragraphs (1) through (5).

Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MBE/WBE firms, the efforts to contact them, and other efforts to meet the above requirements.

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EVALUATION CRITERIA

Contractors will be selected based on their firm/team and individual qualifications and experience, as outlined in their proposal and how they meet the criteria below (score up to ten [10] points per category, relative percentages shown):

- 25%: Qualifications of Personnel — Specific technical qualifications of project management and onsite supervisors, as well as experience managing or participating in appropriately similar projects.
- 50%: Relevance of Past Projects— Demonstrated success and experience by firm and/or subcontractors with similar scopes of work (abatement, demolition, and restoration) and experience with disaster recovery projects, including experience with projects within Robeson County.
- 25%: Project Understanding & Advantages— Understanding of all phases of work and the specific advantages Contractor/team can provide in meeting Robeson County’s objectives of safety, expediency, FEMA HMGP compliance, permit acquisition, and waste diversion from landfills by way of recycling and salvage, etc., as demonstrated in cover letter.

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SUBMITTAL REQUIREMENTS

In order to be considered a complete submission, each contractor must submit a proposal with the following information:

1. Cover Letter, including:
 - a. Name of your company.
 - b. Contact person and contact information including address, telephone number, and email.
 - c. Names, contact information, and utilization plan for use of partners and subcontractors, if applicable.
 - d. Any specific advantages your company can offer in providing the requested services.
2. An organizational chart or list of key personnel assigned to this project, which should include the responsible project manager, on-site monitoring, and personnel available to provide technical assistance, and may include subcontractors.
3. The resume for all key personnel included as part of item two, above.
4. Description of safety procedures and worker protection that will be utilized at each site.
5. Description of 3-5 similar types of projects in the last five years for which your company provided services similar to those requested within this RFQ. Include contact information for references at contracting agency.
6. A copy of your business’s W-9.
7. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers’ Compensation and sole proprietorships) you may request one in your response with an explanation. The selected consultant will be required to resubmit a COI with required Robeson County language as part of the contract.
8. Documentation to support certifications for abatement of lead based paint, asbestos and other hazardous materials.
9. Copy of Robeson County Contractor License
10. Signed and dated Signature Page.

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AND RECONSTRUCTIONS - ABATEMENT, DEMOLITION AND RESTORATION SERVICES

SIGNATURE PAGE

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with the County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

By signing below, I certify that:

I am authorized to bid on my company’s behalf.

I am not currently an employee of Robeson County.

None of my employees or agents is currently an employee of Robeson County.

I am not related to any Robeson County employee or Elected Official.

Signature of Person Authorized to Bid on Company’s Behalf

Date

Note: If you cannot certify the above statements, please explain in the space provided below.

CONTRACT SAMPLE

ROBESON COUNTY SALVAGE, DEMOLITION, SITE GRADING, AND EROSION CONTROL CONTRACT

THIS CONTRACT ("Contract") is entered into between Robeson County, State of North Carolina, acting by and through its Board of County Officials ("County") and (name of company) ("Contractor").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The Invitation for Bid and Bid Specifications of Robeson County Bid No. _____, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on date specified in Notice to Proceed of each stand-alone Task Order and completion date indicated in Demolition Work Plan. This contract will be in effect two years from the date of execution.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents received at the time of Task Order issuance/acceptance.

5. Extension and/or Renewal of Contract Term:

a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

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b. Upon mutual-agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

d. TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.

e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so-as-to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any-and-all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

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9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management for a waiver.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

This coverage may not be required if contractor has no employees. Contact Risk Management for a waiver.

The Contractor shall provide a Certificate of Insurance to Robeson County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Robeson County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: Robeson County, State of North Carolina, a body corporate and politic, is named as Additional Insured.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly

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to Amber Davis, Robeson County, 435 Canton Rd, Lumberton NC 28360.

If any insurance company refuses to provide the require notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers’ notification to that effect. Such notice shall be sent directly to:

**Robeson County
Attn: Amber Davis
435 Caton Road
Lumberton, NC 28360**

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the North Carolina NC General Statutes § 75B-1 to 75B-7, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representative’s access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Robeson County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Robeson County, its elected officials, agents, or any program

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administered or funded by Robeson County. Contractor shall be entitled to unemployment insurance or workers’ compensation insurance only if unemployment compensation coverage or workers’ compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Robeson County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Robeson County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Officials as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15 and will be released from any-and-all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County’s best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.

c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand- delivered to the following representatives of the parties at the following addresses:

For the County: Amber B. Davis, Robeson County Planning & Inspection
 PO Box 1284 Lumberton, NC 28359
 Physical Address: 435 Caton Rd, Lumberton NC 28360

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For the Contractor: (enter Contractor’s name and Mailing Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of North Carolina generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to NC General Statutes § 22C-4 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services: Pursuant to North Carolina as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under

this public contract for services through participation in either the E-Verify Program or the Department Program.

E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public

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contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

21. Governing Law: The laws of the State of North Carolina shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the State of North Carolina and the applicable North Carolina Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the

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Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Governmental Immunity: Nothing in this agreement shall be construed in any way to be a waiver of the County’s immunity protection under the North Carolina Governmental Immunity Act.

27. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the NC General Statutes § 66-311 to 66-339.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on (date) .

ROBESON COUNTY, STATE OF NORTH CAROLINA

ATTEST: _____
Administrative Assistant,
Clerk to the Board of County Officials (seal)

By: _____
Robeson County Manager

ATTEST:	CONTRACTOR:
By: _____	_____
Title: _____	Title: _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

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CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to North Carolina Session Law 2013-418 House Bill 786, as a prerequisite to entering into a contract for services with Robeson County, North Carolina, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in NC General Statutes, Chapter 64 Article 2. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at:

<https://e-verify.uscis.gov/enroll/>

ADDENDUM TO CONTRACT
FEDERAL EMERGENCY MANAGEMENT AGENCY’S GRANT PROGRAM
REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the Hazard Mitigation Project Management Agreement between _____ (“Contractor”), and **ROBESON COUNTY, NORTH CAROLINA** (the “Subrecipient” and “County”) which relates to federal funding awarded by FEMA to the State of North Carolina Emergency Management (“Recipient”) via a Hazard Mitigation Grant.

The parties acknowledge that the above-referenced contract is subject to the provisions of 2 CFR 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

This addendum is hereby expressly incorporated into the agreement between the Recipient and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control.

The following provisions are hereby added and incorporated into the above- referenced Agreement:

A. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Under 40 U.S.C. 3702 of the Act, the Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (a) Overtime. In accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, all laborers (including watchmen and guards) and mechanics (if any) employed by the Contractor or any subcontractor shall receive overtime 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 a workweek. The Contractor and subcontractors shall comply with all regulations issued pursuant to the Contract Work Hours and Safety Standards Act, and with other applicable Federal laws and regulations pertaining to labor standards.
- (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 therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States and/or the RECIPIENT for liquidated damages of \$10 for each calendar day a laborer or mechanic worked more than the standard forty-hour workweek without receiving overtime pay. Such liquidated damages will be calculated separately for each laborer or mechanic that worked more than forty hours in a week without receiving overtime wages as required under paragraph (a) of this section.

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- (c) Withholding for unpaid wages and liquidated damages. The RECIPIENT shall, upon its own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - (d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- B. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractor certifies 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.
- C. Breach of Contract Terms. Any violation or breach of terms of this Contract on the part of the Contractor or a subcontractor may result in the suspension or termination of this Contract or such other action, including the recovery of damages, as may be necessary to enforce the rights of the Subrecipient. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- D. Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Subrecipient and understands and agrees that the Subrecipient will, in turn, report each violation as required to assure notification to the RECIPIENT, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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- E. Sufficiency of Funds. The Contractor recognizes and agrees that funding for this Contract is contingent upon the availability of Federal assistance awarded by federal agencies to the Subrecipient. If during the term of this Contract, Federal or local funding is reduced, de-obligated, or withdrawn, the Subrecipient may reduce the scope of or terminate the Contract. The Subrecipient shall provide the Contractor with written notice of the lack of funding within a reasonable time and the Subrecipient reserves all rights to reduce the scope of or terminate the Contract as a result of lack of funding. However, this does not alleviate the requirement of the Subrecipient to pay the Contractor for all time and materials up to that reduction and or termination date.
- F. FEMA Disaster Assistance Survivor/Registrant Data.
- (a) If the Contractor has access to Disaster Assistance Survivor/Registrant data or any other personally identifiable information, the Contractor shall comply with the provisions of the Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with State Governments set forth in the FEMA-Recipient contract.
 - (b) The Contractor shall indemnify, defend, and hold harmless the Recipient and the Subrecipient for any and all costs associated with the defense of that litigation, including costs and attorneys’ fees, settlements, or adverse judgments arising from the Contractor’s failure to comply with the requirements under this contract.
- G. Costs. All costs incurred by the Contractor in performance of this Contract must be in accord with the cost principles of 2 C.F.R. pt. 200, Subpart E. The Subrecipient shall not be required to make payments to the Contractor for costs which are found to be contrary to the cost principles 2 C.F.R. pt. 200, Subpart E.
- H. Financial Management System. The Contractor’s financial management system shall provide for the following:
- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Contractor; -
 - (b) records adequately identifying the source and application of all Contractor funds and all funds administered by the Contractor which shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income, and shall be segregated by contract or on a contract-by-contract basis;
 - (c) effective internal control structure over all funds, property and other assets, sufficient to allow the Contractor to adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
 - (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Contractor;
 - (e) accounting records supported by source documentation;
 - (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Contractor; and
 - (g) procedures consistent with the provisions of any applicable policies of the Federal

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Government and the Recipient and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

- I. Penalties, Fines, and Disallowed Costs. In the event that any U.S. Federal agency or the Recipient disallows or demands repayment for costs incurred in the performance of this Contract, or if any penalty is imposed due to an act or omission by the Contractor, the Contractor shall be solely responsible for such penalty, disallowed costs, or repayment demand, and shall reimburse the Subrecipient in full within ten (10) days of receiving notice from the Subrecipient of such penalty, disallowance, or repayment demand. Any monies paid by the Contractor pursuant to this provision shall not relieve the Contractor of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any other provision of this Contract.
- J. Debarment, Suspension, and Ineligibility.
 - (a) The Contractor represents and warrants that the Contractor, its principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Contract, the Contractor will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Contractor shall require all subcontractors at every tier to comply with this requirement.
 - (b) This certification is a material representation of facts relied upon by the Subrecipient. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the Subrecipient and the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- K. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Recipient.
- L. Review of laws. The Contractor certifies that it will access online and read each law that is cited in the aforementioned clauses and that, in the event it cannot access the online version, it will notify the Subrecipient in order to obtain printed copies of the laws. Not requiring a printed copy of the laws to the Subrecipient will be evidence that the Contractor was able to find it online and read it as required.
- M. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations:
 - (a) The Subrecipient is using Federal grant funding awarded or administered by FEMA to the Recipient and/or the Subrecipient to pay, in full, for the costs incurred under this Contract. As a condition of FEMA funding, FEMA requires the Recipient and the Subrecipient to provide various financial and performance reporting. The Contractor agrees to provide all information, documentation, and reports necessary to satisfy these reporting requirements. Failure by the Contractor to provide information necessary to satisfy these reporting requirements may result in loss of Federal funding for this Contract, and such failure shall be a material breach of this Contract.

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(b) Applicable Regulations and Policy. Applicable regulations, FEMA policy, and other sources setting forth these reporting requirements include, but are not limited to:

(i) 2 C.F.R. § 327 (Financial Reporting);

(ii) 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance);

(iii) Performance and financial reporting requirements set forth in 2 C.F.R. Part 206.

N. Access to Records.

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

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the work being completed under the Contract.

O. Retention requirements for records.

The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Contract for a period of not less than three (3) years after the date of final payment and closed- out of all pending matters related to this Contract. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some

cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity’s fiscal year in which the program income is earned.

- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: in-direct cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

P. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

Q. Procurement of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency (“EPA”)-designated items unless the product cannot be acquired—(i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site.

R. Solid Waste Disposal Act. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency(EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and re-source recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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S. Energy Efficiency. The Contractor agrees to comply with the requirements of 42 U.S.C. § 6201, which contain policies relating to energy efficiency that are defined in the Recipient’s energy conservation plan issued in compliance with said statute.

T. Compliance with the Davis-Bacon Act

(a) The Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141– 3148, and the requirements of 29 C.F.R. § 5.5 as may be applicable, which are incorporated by reference into this Contract.

(b) The Contractor or subcontractor shall insert in any subcontracts the clause in subsection (a) and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

U. Compliance with the Copeland Anti-Kickback Act (applicable to all contracts subject to the Davis-Bacon Act).

(a) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, all of which are incorporated by reference into this Contract.

(b) The Contractor and subcontractor shall insert in any subcontracts the foregoing clause and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a Contractor and subcontractor, as provided in 29 C.F.R. § 5.12.

V. Equal 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, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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- (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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 it has a collective bargaining Contract or other contract or understanding (if any) a notice advising the labor union or workers’ representative of the Contractor’s commitments under section 202 of the US Executive Order 11246 of September 24, 1965, as amended, 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, 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, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Subrecipient, the Recipient, 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 non-compliance with the nondiscrimination clauses of this Contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the provisions of paragraphs (a) through (g) 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, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the

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equal opportunity clause provided under 41 CFR 60– 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- W. Age Discrimination Act of 1975. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- X. Americans with Disabilities Act. The Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the term of this Contract.
- Y. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Z. Section 504 of the Rehabilitation Act of 1973, as Amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.
- AA. Drug-Free Workplace. The Contractor shall maintain a drug-free work environment in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.) and implementing regulations at 2 CFR Part 3001.
- BB. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.
- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

CC. Rights to Inventions Made Under a Contract. Unless otherwise provided by law, this Contract is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14. 35 U.S.C. § 200 et seq.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or RECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient or Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

DD. Compliance with Laws, Regulation and Executive Orders. The Contractor acknowledges that FEMA financial assistance will be used to fund this Contract. The Contractor shall comply will all applicable Federal and Recipient law, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I. 2 C.F.R. Part 200.

EE. Provisions Required by Law Deemed Inserted. Each and every provision required by law regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

FF. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Contract, understand and agree that funding for the Services is provided under Federal programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Subrecipient receives Federal funding for this Contract.

GG. U.S. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the U.S. Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

HH. No Obligation by the Federal Government. The Subrecipient and the Contractor acknowledge and agree that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Subrecipient, Contractor, or any other party pertaining to any matter resulting from the contract. However, in any event that funding by the Federal Government, for

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this Contract, is anticipated to be placed on hold, reduced, or terminated it is Subrecipient’s obligation to notify Contractor within 24 hours.

II. TERMINATION FOR CONVENIENCE OF COUNTY

A. County shall have the option in its sole discretion, to terminate this Agreement, at any time during the term hereof for convenience and without cause. County shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:

1. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.
2. Not placing any further orders or subcontracts for materials, services, equipment or other items.
3. Terminating all existing orders and subcontracts.
4. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
6. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.
7. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

C. Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:

1. The reasonable cost to Contractor, without profit, for all services and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.
2. A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
3. The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.
- D. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-

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termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

E. In arriving at the amount due to Contractor under this Section, County may deduct:

- (1) All payments previously made by County for work or other services covered by Contractor’s final invoice;
- (2) Any claim which County may have against Contractor in connection with this Agreement;
- (3) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and
- (4) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County’s estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

F. County’s payment obligation under this Section shall survive termination of this Agreement.

JJ. TERMINATION FOR DEFAULT

Contractor’s failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency’s Emergency Management Performance Grant Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

1. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
 - a. Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.
 - b. Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
 - c. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
2. On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by

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3. County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
4. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SIGNATURE PAGE

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

Accepted by Contractor on

_____, 2020

By: _____

Title _____

Accepted by Robeson County on

_____, 2020

By: _____

Title _____