

**Pender County North Carolina
Request for Proposals (RFP)
Emergency Watershed Protection-
Stream Clearing & Snagging Services and
Streambank Stabilization
RFP No. 37-07-5038
July 6, 2021**



Proposal Timeline:

Date Issued: Tuesday, July 6th, 2021

Pre-Proposal Conference/Site Walk: Tuesday, July 13th, 2021

Deadline for Submittal of Questions: Friday, July 16th, 2021

Response to Questions: Tuesday, July 20th, 2021

Deadline for Submittal of Proposals: Friday, July 23rd, 2021 at 3:00PM

Sole Point of Contact for Communications Regarding this RFP:

Daniel Adams, CFM- Floodplain Administrator

Phone: 910-259-0231 | Fax: 910-259-1295 | Email: dadams@pendercountync.gov

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SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

SECTION 1: INTRODUCTION

A. PURPOSE

The Pender County Planning & Community Development Department (Pender County) seeks to establish a contract with an experienced contractor to provide Stream Clearing & Snagging, Debris Removal, and Streambank Stabilization in designated stream locations throughout the County. The primary responsibility of the Contractor will be to perform stream clearing, snagging, woody debris removal, disposal, and streambank stabilization in identified locations of drainage channels in watershed. The proposed work will be conducted in specified stream segments under the supervision of the Pender County Planning & Community Development Department and their designated Construction Field Representatives (CFRs). The purpose of the proposed work is to improve drainage resulting from woody debris deposition caused by Hurricane Florence in September of 2018. The contractor will be tasked with implementing the proposed grant work scope and meeting the requirements developed under the Emergency Watershed Protection (EWP) Program. The proposed work shall be funded in part by the US Department of Agriculture (USDA) and Natural Resources and Conservation Service (NRCS) in a grant identified as Contract 37-07-18-5038. The EWP grant was awarded to the County to perform the proposed work in such a manner that reduces imminent threat to life and loss of property in Pender County. The services described in this Request for Proposal (RFP) may be expanded, modified, or altered by the County in order to accomplish the USDA emergency watershed protection or floodplain management goals defined in the grant terms and conditions. Any contract issued by the County as a result of this RFP will be a contract of convenience administered for the sole benefit of Pender County.

There are 31 sites slated for Task 1 with locations and scope shown in Table 1, attached. There are four streambank stabilization projects described in Section 3: Scope of Work in this RFP from pages 23 to 24, and also copies USDA Disaster Survey Reports uploaded to the Pender County Website. The work described herein consist primarily of two tasks as follows.

Task 1: Woody Debris Clearing, Snagging, and Removal (31 Sites)

Task 2: Streambank Stabilization (4 Sites)

The two above tasks cover the 31 project sites that will be discussed in more detail below, and in Section 3-Scope of Work of this RFP. Stabilization will be performed at four sites

conjointly with a clearing and snagging scope that will also be performed at these same locations.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

GENERAL INFORMATION

This RFP has been advertised via one or more public procurement outlets including the Pender County Website. This procurement is open and competitive for public bidding by all interested qualified firms. The details of the RFP is advertised and available for viewing on the Pender County Government website at (www.pendercountync.gov). To find this, select *Open RFPs and Bids* from the ribbon on the top of the webpage, and then select the RFP for *Emergency Watershed Protection Stream Clearing & Snagging and Streambank Stabilization Services*.

When responding to this RFP, please follow all instructions carefully and exactly as directed. Bidders are advised not to modify or deviate the format, quantity, or content of the Bid Schedule in any way. Any modification including notations, deletions or additions to the Bid Schedule may result in rejection of the contractor's bid. Please submit bids according to the outline specified in Section 2.C Proposal Format Requirements Also, interested bidders should submit documents according to the instructions contained in Section 2.B, Proposal Submission Requirements, and elsewhere in this RFP. Failure to follow these instructions specifically as instructed, may result in the contractor's bid being considered as non-responsive and may be eliminated from consideration. Please do not provide brochures, advertising, or any other un-required attachments in addition to the required bid information specified.

Negligence or error on the part of any offeror in preparing its proposal confers no right of withdrawal or modification of their bid after the designated submittal deadline.

Failure to return all required documents and information specified in this RFP may result in a determination that the proposal is non-responsive. No costs associated with preparing a proposal, including any mailing costs, publishing cost, etc. will be reimbursed by the County.

All questions pertaining to this RFP must be submitted in writing no later than Friday, July 16th, 2021 at 5:00 PM. Only written questions will be considered as formal. Any questions the County determines are pertinent to all bidders, will be published in a public forum as part of the RFP. Fax or emailed questions will be treated as written questions. All questions or inquiries should be directed to:

Daniel Adams, CFM- Floodplain Administrator
Pender County Planning and Community Development Department
Burgaw, NC
Phone: 910-259-0231
Fax: 910-259-1295
Email: dadams@pendercountync.gov

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

- Contractors shall not make direct contact with any County employee or member of the Selection Committee, or any person that may be involved with review, evaluation, or award of a contract resulting from this RFP. Only contact with the designated individual listed in this RFP is permissible. Violation of this requirement **will** result in a determination by the County that your firm is ineligible for award of this contract.
- All bids/proposals must be signed by an officer or employee of the contractor having the authority to sign on behalf of the company. Bid bonds shall accompany all RFP responses using the appropriate forms and is discussed in more detail below.
- Any interlineations, alterations, or erasures must be initialed by the signer of the proposal.
- The Pender County Terms and Conditions provided in this RFP shall supersede any Terms and Conditions offered by any party. Any additional conditions or modifications to the Terms and Conditions that an offeror intends to be considered must be submitted as part of the proposal and be clearly indicated on Attachment A: Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
- Submission of a bid by the contractor is not to be construed as an award or issuance of a purchase order.
- The contractor must show evidence that it is in good standing with any North Carolina Board for Licensing or agency that governs the advertised services requested in this RFP.
- For any portion of work scope proposed by the successful bidder to be completed by a sub-contractor, the County reserves the right to approve any such vendor or subcontractor prior to the prime contractor proceeding with work. The County may reject the prime contractors use of any subcontractor.
- The contractor must show capability and experience performing stream clearing & snagging, debris/sediment removal, stream bank stabilization, and drainage improvement services, preferably with other USDA/NRCS EWP funded projects. Examples of at least 3 relevant projects and references within the last 5 years should be submitted with the contractor's bid by the bid opening deadline.
- Selection of the contractor will be based foremost on costs (lowest responsible responsive bid) and secondly by the low bidder demonstrating they possess all the required experience and qualifications necessary to perform the work advertised. It will be at Pender County's discretion to determine the contractor who has

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

offered both the lowest responsible responsive bid and the most relevant qualifications and experience to perform the work advertised. A proposed timeline and forecasted completed date for completing the proposed work scope shall be included and submitted by each bidder responding to this RFP. The timeline shall indicate the number of days/months projected to perform all work scope requested and the completion date. The proposed timeline submitted by bidder's for completing the work requested will be considered by the County in the evaluation of the bids received for this RFP.

- **INSURANCE:** The Contractor shall not commence work until they have obtained all insurance required, and such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work until such similar insurance required of the subcontractor has been obtained. The contractor shall provide and maintain during the life of this contract Workman's Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with North Carolina requirements. Minimum insurance requirement limits for this contract are as follows:
 - Public Liability Insurance-not less than \$1,000,000 for injuries and accidental death; \$500,000 subject to same limit for each person
 - Property Damage-not less than \$500,000
 - Motor vehicle insurance-not less than State statutory limits
- **BID BOND:** For any proposal to be considered or accepted by the County, the proposal must include at the time of filing, a bid bond in the amount of five percent (5%) of the total bid price. The bid bond must be executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after award or fails to give satisfactory surety as required herein. Bid, performance, and Payment bonds shall be submitted on the County using Standard Form 25 (Rev 8/2016); OMB Control Number: 9000-0045; Expiration Date: 8/31/2020 (see attached form).
- **PERFORMANCE and PAYMENT BOND:** Selected Contractor(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The County reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, in the Bid Schedule, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, from when the County issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the County.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

Bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project or until the County determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Task Order. The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AIA) (A311),

Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in the standard forms, or in any other forms authorized by North Carolina General Statute.

B. PROPOSAL SUBMISSION REQUIREMENTS

The County will receive bids until **Friday, July 23, 2021 at 3:00 PM, Eastern Standard Time**, at the address shown below. At that time, the County will close the receipt of bids and begin the evaluation and bid tabulation process. Bids received after the submittal deadline **will not be accepted or considered**. Packages **MUST** be sent in the using one of the following delivery methods: (1) FedEx; (2) UPS; or (3) hand delivered. Note that United States Postal Service (USPS) does not deliver to the Administrative Building. The time of receipt shall be determined by the time clock in the Pender County Planning Department's office and the County's designated recipient who will be accepting the bids. The County will not be responsible for the failure of any mail system or delivery service to deliver a proposal package by the stated submittal deadline. Late submittals of RFPs will not be considered for any reason whatsoever.

Interested contractors may submit one hard copy package containing **not more than 25 pages** as follows: (3) original hardcopies of the complete bid package **along with** one (1) electronic submitted on a USB drive included with the hardcopy bid submittal. All bid packages must be submitted in a sealed package and clearly identified with the following: proposal/project name, RFP number; offerors name and address, and the date and time of the submittal deadline clearly marked on the outside of the package. Proposal packages shall be delivered to:

Pender County Administration Building
Attn: Mr. Daniel Adams, CFM-Asst. Director of Planning
Pender County Planning & Inspections Department
805 South Walker Street
Burgaw, NC 28425

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It is solely the offeror's responsibility to ascertain that they have received all required and necessary information, amendments, documents, and addenda prior to submitting a response and to ensure that the response is received at the correct location on time.

C. BID FORMAT REQUIREMENTS

To enable equitable analysis of bids, offerors should prepare the Bid Schedule and other required documents according to the instructions outlined in this RFP. Bids should be prepared as simply as possible with straightforward, concise pricing to demonstrate an understanding of the project and services requested by the County. **Bids that deviate from the content requested in the RFP, Bid Schedule, or modifications to the Bid Schedule form in any way, may not be considered by the County. Only the quantities of work and materials requested in the Task 1 and 2 Bid Schedules will be considered during RFP evaluation. No more than 25 pages should be submitted in response to this RFP.**

Bids shall include unit rate costs for the following two tasks:

- The cost requested in the Bid Schedule for completing **Task 1: Woody Debris Clearing, Snagging, and Removal** for designated sites shall be provided by the contractor on a "per linear foot" basis. The unit rate offered in the Bid Schedule shall be an "all-inclusive rate," and shall not be increased or changed for any reason other than changes requested or approved by the County. The unit rate shall include, at a minimum, the following items, but is not limited only to the following: mobilization/demobilization; labor; labor wages; taxes; federal/state withholdings; materials; equipment; specialized tools; rental equipment, general tools, or goods of any kind; vegetative waste disposal: fuel/oils; expendables; subsistence; hotels, housing, or any other lodging costs; any insurance costs or premiums; performance or bid bonds; licensing/registrations; medical services; hospitalization; emergency services; environmental fees; permitting fees; inspection costs; or vehicle use or costs; boats; barges; ladders; mats and matting; erosion control devices, silt screens or curtains; or any tools associated with stream clearing or debris removal. Mobilization and de-mobilization cost will not be compensated as a direct cost and should be included in the all-inclusive unit rate prescribed by the Bid Schedule.
- The cost requested in the Bid Schedule for completing the **Task 2: Streambank Stabilization** scope of work for designated sites, shall be provided on a unit rate basis with a **lump sum total not to be exceeded** for each DSR. The unit rates offered by the contractor in the Bid Schedule shall be an "all-inclusive rate," (as

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

stated above for Task 1) and shall not be increased or changed for any reason other than changes requested or approved by the County for additional or fewer quantities.

- Contractor shall provide the total lump costs to perform the services requested, inclusive of, but not limited to all aforementioned cost shown above. **Any reference in the USDA/NRCS DSRs to quantities should be disregarded. Only quantities specified in the Bid Schedule in Attachment C: Bid Schedules will be considered during bid evaluation.** Disregard any reference to quantities that are mentioned in NRCS Field Assessment Reports or Disaster Survey Reports. Those references are provided to give insight to the scope of work but not to develop cost.
- Services provided in response to the requested services of this RFP shall only be paid per the unit rate costs shown in the Bid Schedules contained in Attachment C: Bid Schedule.
- The unit rates provided in Attachment C: Bid Schedule shall also be applicable to any additional work that may be requested by the County beyond the scopes which have been specified in this RFP. If the County reduces scope or removes any of the work scope items from the Scope of Work advertised for this bid, such costs will be deducted at the same unit rate described in Attachment C: Bid Schedule.
- The County does not guaranty any specific minimum or maximum quantity of work to be awarded as a result of issuance of a contract. The County may alter, add, delete, remove, or modify the Scope of Work in any manner that is determined to be in the best interest of the County. The contractor shall be authorized to perform work based on issuance of a Task Order for a specific scope of work at a specific not-to exceed cost.
- **Other Required Forms**
Submit a completed and signed copy of the following forms (provided as part of this RFP):
 - Attachment A: Proposal Form
 - Attachment B: References/Experience (Provide 3 examples)
 - Attachment C: Bid Schedule
 - Attachment D: Offeror's Certification Form (executed)
 - Attachment E: Certification Regarding Lobbying (executed)
 - Attachment F: Vendor Application Form and W-9 Form

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- Attachment G: Sample Contract for the Provision of Services

D. SIGNATURES

An original signature by an authorized officer of the contractor is required on each form submitted in the required original version of the bid submittal package. Please include evidence of the signatory's authority to bind the contractor in the proposal.

E. ADDENDA

Changes or supplemental instructions to this RFP will be issued in the form of written addendum. All addenda will be posted online along with this RFP. It is the contractor's responsibility to check for addenda prior to the proposal submittal deadline to ensure that all addenda are received. The County posts all solicitations and related addenda on the Pender County website (www.pendercountync.gov).

All addenda issued in conjunction with this RFP must be acknowledged on Attachment A: Proposal Form.

F. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is planned for this RFP to be held on June 8th, 2021 at 8:30 AM for a briefing. Contractors are advised to meet at the Pender County Administration Annex Building located at 15060 US HWY 17, Hampstead, NC. Contractors will meet in the parking lot with the County delegates on this date and time and will be escorted to the proposed project sites for contractors to conduct site inspections. The County does not guaranty that time will allow for all 31 sites to be visited at this pre-proposal conference. **Contractors are encouraged to pre-register for this pre-proposal site walk by calling 919-259-0231 on or before July 12th, 2021 no later than 3:00 PM.**

The County delegates will leave the parking to caravan with bidders to a selected number of proposed sites. The caravan will leave at 8:45 AM sharp without exceptions. Contractors that are late or who are not present when the caravan leaves, will not be included in the caravan or escorted to the work sites at an alternate date/time.

Contractors are cautioned not to trespass across any private properties or easements that are not part of the subject project or who have not submitted executed Right-of-Entry and Hold-Harmless Agreements authorizing entry by Pender County. Any contractor or person visiting the referenced project sites un-escorted by an authorized County representative, will be entering at their own risk, will be trespassing, and will be subject to any legal consequences that may ensue.

G. EVALUATION OF PROPOSALS

Proposals will be evaluated by an appointed Selection Committee according to the evaluation criteria described in this section. Only submittals that are deemed responsive

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

to these criteria from offerors deemed responsible will be evaluated and eligible for award.

The information provided in each proposal will be evaluated according to the following criteria:

1. Lowest Apparent Bid (80% weight)
2. Qualifications/Experience (15% weight)
3. Additional Factors (5% weight)

In addition, the below additional factors will also be considered during evaluation of each RFP:

- Completeness of Bid Schedule identifying the unit rates and total cost for each DSR
- Demonstrated understanding of the project scope to provide the requested services, and understanding of the USDA/NRCS EWP Program
- Completeness of the proposal including all requested information
- A timeline/schedule forecasting anticipated progress and completion of the advertised scope of work

The County may initiate discussions/interviews with any or all contractors selected from the review process. Once discussions/interviews are complete, the County may again decide whether an offeror is qualified to perform the work, and capable to perform the advertised work expeditiously, and within the specified USDA contract performance period. The County may conduct negotiations with offerors being considered for final selection and may obtain Best and Final Offers (BFOs) prior to contract award.

H. AWARD OF CONTRACTS

The County may award a contract to one or more offerors from all proposals submitted. The County will determine the lowest apparent bidder who is deemed to be the most qualified and best suited to provide the requested services. This determination is at the sole discretion of the County, taking into consideration price and the evaluation factors set forth in Section 2.G, Evaluation of Proposals. No other factors or criteria shall be used in the evaluation of bids during selection.

At the County's discretion, it reserves the right to take the following actions in connection with this RFP:

- To request additional information from any or all offerors
- To use judgment in selecting the successful bidder that the County determines to provide the greatest benefit to the County

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- To reject any or all proposals if it determines that bids are not responsive to the RFP
- To reject any or all bids if it determines doing so to be in the best interest of the County
- To reconsider any bid submitted at any phase of the procurement
- To meet with select offerors at any time to gather additional information
- To have discussions with those offerors that it deems to fall within a competitive range
- To enter into negotiations separately with offerors
- To consider the proposed timeline/schedule for completing all work requested
- To award a contract, based on initial bids received, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a bid by the County shall be deemed to be acceptance of an offer and such acceptance will be binding upon both parties.

The County does not guaranty any specific minimum or maximum quantity of work to be awarded to any contractor as a result of issuance of a contract. The County may alter, add, delete, remove, or modify the Scope of Work in any manner that is determined to be in the best interest of the County. The contractor shall be authorized to perform work based on issuance of a Task Order for a specific scope of work at a specific not-to exceed cost.

The County shall not be deemed to have made final selection of an offeror or bid, until a contract has been successfully negotiated and executed by both parties.

SECTION 3: SCOPE OF WORK

SECTION 3: SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. SCOPE OF WORK

The general scope of work shall consist of clearing, snagging, and removal of wood and/or woody debris from designated streams and channels throughout Pender County. Most of the wood and woody debris is a result of hurricane force winds experienced during Hurricane Florence in September of 2018. The purpose of the clearing and snagging work is to “cleanup” designated stream areas and improve overall drainage by removal of temporary block points created by falling woody debris. The debris clearing and removal will allow streams to flow more freely without such obstructions resulting in improved drainage. The scope of work will include: snagging, clearing of fallen trees, logs, stumps, limbs, brush, tops, rubbish, and any other woody debris deposited in and adjacent to the specified streams channels. The specified sites that will be restored under this work scope are identified by location, stream length, and DSR number on the attached spreadsheet entitled “Table 1-EWP Contract 5038 Scope of Work”. Maps are also included in the DSRs showing the approximate stream alignments and locations that are scheduled to be addressed under this contract. The requested work scope shall be performed in accordance with the specifications outlined in the following documents:

- (1) Natural Resources Conservation Service, Conservation Practice Standard, “Clearing and Snagging”, Code 326, May 2016
- (2) Natural Resources Conservation Service, Conservation Practice Standard, Obstruction Removal”, Code 500, July 2019
- (3) Natural Resources Conservation Service, Conservation Practice Standard, Streambank and Shoreline Protection, Code 580, January 2020
- (4) “Incremental Effects of Large Woody Debris Removal on Physical Aquatic Habitat’, Technical Report EL-92-35, Smith, Roger H., US Army Corps of Engineers and USDA Agricultural Research Service
- (5) “Guidelines for Hurricane/Tornado Cleanup in Riparian Buffer,” North Carolina Division of Water Resources, August 5, 2020

Note: The total estimated length of stream clearing and snagging is approximately **± 24,430 linear feet (LF)** as defined in Table 1 of this RFP. The actual footage for clearing and snagging performed under this contract may change, more or less than the estimated length stated.

2. ACCESS

Access to each DSR site shall be performed **ONLY** by the routes or access points designated by the County or the County’s Field Representative (CFR) or Planning Department representative. If

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the Contractor identifies potential alternate routes or access points, they should notify the CFR of the proposed alternative routes for approval by the CFR in writing. Alternative routes may only be utilized when written approval from the County is granted. Use of un-approved access routes by the contractor for any reason will be grounds for dismissal and termination of contract.

3. LIMITS OF WORK

The limits of the stream clearing and snagging work for each DSR site are shown in each of the provided NRCS Disaster Survey Reports and Table 1 and **shall not** exceed the lengths and geographic points shown in the drawings/maps contained in the DSRs. Upstream and downstream clearing lengths are tabulated in Table 1, a spreadsheet attached to this RFP, and must be adhered to at all times. The limits of the designated stream debris removal areas are referenced in Section 3, Item 4 of this specification and on the attached drawings. Contractors will be paid on actual quantities that are cleared and as determined by the CFR upon progress and final inspections.

4. CLEARING, SNAGGING, AND DEBRIS REMOVAL

Fallen trees, limbs, dislodged stumps, dislodged brush, rubbish, and any foreign debris within or across the cross section of the channel and designated adjacent areas shall be removed and placed in the designated disposal area. Trees severely undercut by stream bank erosion and hazardous severely leaning trees (greater than 30 degrees) must be cleared snagged, and removed. Also, trees adjacent the channel that appear imminent to fall, and any other trees, woody debris, or stumps marked by the CFR, shall also be removed, and placed laterally at least 20 feet in the disposal corridor area. Excavation of soil or removal of sediment deposits shall not be performed under this work scope of contract.

Unless otherwise approved by the CFR, trees designated for removal shall be cut off as near to the ground surface as conventional tools or field conditions will permit. For leaning trees where the root system of the tree is not exposed, the trunk of the tree shall be cutoff as described above and the stump shall be left in place. For hazardous trees that are leaning or those already down with partially exposed root systems (i.e. hinged on one side), the trunk shall be cutoff as described above and the stump shall be set upright and left in place. Where the stump is completely dislodged, it shall be removed and placed in the disposal area. Any stump or root mass located on the channel bank or bottom that has become unstable or that obstructs flow in the channel as a result of Hurricane Florence, shall be removed and placed in the disposal corridor. Trees that have been "snapped", are not leaning, have a strong root structure, and pose no threat to the channel shall be left undisturbed, provided the contractor does not need to remove the tree for access purposes to the work zone. Naturally leaning trees with apparently undamaged root

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systems and other natural, undamaged vegetation shall remain in its natural condition and not be removed.

Removal of standing trees outside of the designated debris removal area is limited to the cutting of severely damaged trees or hazardous trees leaning across the channel and other trees as needed to gain access for equipment to points of channel blockage. Approval by the CFR shall be obtained prior to cutting any “healthy” tree for equipment access purposes. Unless otherwise marked, access for mechanized equipment shall be limited to one side of the channel. Access to the channel shall generally be perpendicular to the channel with precautions taken to protect most producing and stream canopy trees. Dead trees that provide den habitat and are determined to pose no hazard to the channel shall be protected. Heavy equipment working on wet soil conditions must operate from mats or use other measures as approved by the CFR to minimize rutting or soil disturbance.

Disturbance of the channel bottom and banks, and equipment access areas shall be held to the minimum necessary to allow the construction equipment to remove the debris. Trees shall be felled in such a manner as to avoid damage to trees left standing or existing structures and with due regard for the safety of persons and property.

5. DISPOSAL

Woody debris and waste, and other debris shall be disposed of primarily in the disposal corridor shown on the drawings, or no less than 20 ft. lateral (left or right) of the stream channel bank in undeveloped areas. This disposal method shall apply for all work except in locations where the stream is located in improved areas such as cropland, open land, residential areas, yards, parks, utility easements, ingress/egress easements, highway/roadway right-of-ways, regulated riparian buffer zones, other watercourses, or upon any property that the owner has specifically denied the County the Right-of Entry (ROE), or other areas where the existing undisturbed woodlands are too narrow to properly dispose of the debris in a sightly manner. Debris shall also not be placed on any nature or hiking trails, sewer line corridors, or railroad rights-of-way, natural gas easements, power line easements, or any other kind of utility easement. Debris shall not be placed in tributaries or side ditches of any watercourses being maintained by this contract. The CFR will assist the contractor in determining the location of acceptable disposal corridors. Woody debris generated from any DSR location shall not be temporarily placed on any private property, nor “piled up” in a staging area that is not an approved disposal corridor to facilitate haul-off or removal at a later date.

At indicated DSR locations, Clearing & Snagging natural woody and other vegetative debris shall be disposed adjacent to streambanks in an assumed 20ft. wide disposal corridor (left or right of the watercourse centerline) and as stated above. In designated cases, woody and vegetative

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debris shall be removed and disposed offsite at permitted wood waste landfills for such DSRs where this disposal method is designated. Debris shall be placed in such a manner in the disposal corridor to prevent potential movement of the woody materials back into the floodway by future highwater conditions. Any temporary channel or drainageway crossing that is fashioned by the contractor shall be immediately removed, and in all cases prior to revegetating the denuded area. The contractor shall leave openings or gaps in debris piles to allow lateral flow of future floodwaters back into the stream or watercourse. Any alternative disposal methods proposed by the contractor must be presented to the CFR and pre-approved in writing by the County or by the CFR prior to implementation.

6. ENVIRONMENTAL REQUIREMENTS

Where the use of heavy equipment is allowed, equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted by the CFR. Crossing a stream to gain access to the opposite bank is permissible, so long as no fill material is placed in the stream to do so. The CFR shall select crossing sites to minimize damage to the streambank and aquatic habitat.

Should an area of the channel be encountered which is affected by beavers, the beaver dam shall not be disturbed. The CFR should be notified of the finding and the exact location for approval in writing by the CFR prior to continuing further debris removal work in the impacted area.

Equipment shall be checked daily and maintained routinely as described by the manufacturer to prevent fuel, oil, and other types of lubricant spills. Refueling, repairs, and lubrication shall be performed at safe distances in upland areas at least 50 ft. away from the stream. Refueling stations should be positioned in such a manner topographically that in the event of a spill, petroleum will not flow down gradient and into the nearby watercourse. Temporary containment shall be implemented by the contractor to contain any fuel or petroleum release. Should fuel leaks, oil leaks or hydraulic pipe rupture occur during debris removal operations, the Contractor shall immediately remove the equipment to a safe area (greater than 50 ft. away from stream) and take prompt action to minimize damage and safeguard the site. The contractor shall immediately report the discharge to the CFR and in accordance with the Special Provisions of this contract shall comply with all provisions and requirements of the North Carolina Oil Pollution and Hazardous Substances Control Act. The NC Department of Environmental Quality (DEQ) shall be notified immediately of all reportable spills in public trust waters regulated by State and Federal agencies.

The Contractor shall perform all heavy equipment maintenance and repairs offsite of the DSR project sites. No DSR site shall be used for storage and/or disposal of deleterious substances or chemical pollutants such as hydraulic oils, drained lubricants, transmission oils, greases, gasoline or other petroleum fuels, solvents, cleaning agents, surfactants, acids, etc. or products produced

SECTION 3: SCOPE OF WORK

from a by-product of performing this work. Washing, fueling, or servicing of equipment shall be avoided to prevent spillage or wash water from entering any nearby watercourse.

For those DSR sites where “offsite disposal” of vegetative debris is required, or where it is impractical due to residential settings, the vegetative debris must be removed from the project site. The debris shall then be transported and disposed at a North Carolina Division of Waste Management (NCDWM) permitted Land Clearing and Inert Debris (LCID) or Construction and Demolition Landfill (CDLF). Only permitted LCID’s or CDLF’s in good standing with the NCDWM located in neighboring counties including Pender, Onslow, Jones, Brunswick, Columbus, Sampson, Duplin, or New Hanover Counties shall be utilized. The facilities must be permitted and authorized to receive such waste per the NC Division of Waste Management requirements and currently operating without administrative constraints, active violations, or administrative orders. No vegetative waste shall be removed and/or disposed at any location without prior written approval from Pender County. Approval of any proposed waste disposal site shall be obtained from Pender County at least 7 days prior to utilizing. DSRs provided in the RFP will indicate those sites “offsite disposal” is required.

The contractor shall also comply with the Clean Water Act (amended in 1972) and US Army Corps of Engineers policies, laws, regulations, and requirements governing destruction or adverse impact to jurisdictional wetlands or Federal waters. These waters include but are not limited to waters defined under Section 404, 401 and Section 10 of the Clean Water Act. Any activity performed by the contractor during the implementation of this work scope that constitutes “dredging and/or filling” shall be prohibited during work performed under this RFP.

7. SPECIAL REQUIREMENTS

The Contractor shall exercise extreme care while working in the areas of existing lawns, driveways, roads, structures, utilities, railroads, drainage ditches, any other improvements, and cropland. The Contractor shall be responsible for the prompt repair or replacement of any such improvements damaged by their operations or any activity performed to complete this work scope.

In the event that fences on private or public property must be temporarily removed for access, the contractor shall first consult with the CFR for approval. If approval is granted by the CFR, the contractor shall remove the fence with care and the no damage to the fence. The fence shall be reinstalled back to the original condition and location immediately after construction access is no longer needed from this access point of the DSR site.

In areas identified in Section 3, Item 13 of this specification, or in the project details as “Hand Work Only”, only portable winches, chainsaws, hand-held tools, block and tackle, cables, log

SECTION 3: SCOPE OF WORK

chains, etc., and manual labor will be allowed unless otherwise approved by the CFR. Where the haul off of debris is required in "Hand Work Only" areas, wheeled vehicles for loading and hauling the debris off-site will be allowed at specified selected location(s) as designated by the CFR.

The Contractor shall be responsible for complying with all applicable requirements of the North Carolina Department of Transportation's (NCDOT) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) when work is performed on public right of ways. The Contractor shall contact the Division I Engineer (Jeff Garrett) in Hampstead, NC to gain approval before operating and/or performing work on any NCDOT highway or property. When equipment or personnel are operating on public right-of-way, flag men shall be stationed to warn oncoming traffic of imminent road hazard or congestion. Proper use and construction of warning and road signs shall be in place at all times during debris removal operations on or adjacent to NCDOT roadways. Any debris or sediment placed on NCDOT right of ways or property as a result of debris removal operations must be removed from roadways or property within 24 hours. Residue deposited on roadways may be removed by mechanical sweeping machines, air blowers, or by manual sweeping methods. The Contractor shall be responsible for implementation of all measures required in this section and any other requirement by NCDOT.

8. REVEGETATION

For areas where groundcover surfaces are denuded due to debris removal operations or equipment access into work sites, revegetation shall be performed. Prior to revegetating, any ruts or other surface irregularities resulting from this operation shall be smoothed and the ground surface shall be returned to its original elevation and degree of uniformity as directed by the CFR. Addition of soil fill volume may be required where the existing surface has been compacted to restore ground surface to its original condition. Seeding and mulching shall be performed on a daily basis as the stream restoration and debris removal work is completed. If any work area is re-disturbed by the Contractor after it has been previously seeded and mulched, the contractor shall be responsible for reseeding and remulching the disturbed areas. Seed, fertilizer, and mulch shall be uniformly applied at the following rates per 1,000 square feet. The below seeding schedule shall be used on all disturbed or denuded areas. However, this specification is subject to change based on recommendations from the local USDA/NRCS Field Representatives prior to the time of project commencement:

Specifications for all areas EXCEPT residential lawns/yards, parks, or improved areas:

Seeding date: September 1 - March 31

1.7 lbs. Kentucky 31 Tall Fescue

1.1 lbs. Pensacola Bahia Grass

12 lbs. 10-20-20 Fertilizer

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70 lbs. Hay or Small Grain Straw Mulch

Seeding date: April 1- August 31

1.1 lbs. Kentucky 31 Tall Fescue

1.7 lbs. Pensacola Bahia Grass

12.0 lbs. 10-20-20 Fertilizer

70.0 lbs. Hay or Small Grain Straw Mulch

Specifications for residential lawns/yards, parks, or improved areas:

Seeding date: January 1 - December 31

1.1 lbs. Kentucky 31 Tall Fescue

2.0 ounces Centipede

12.0 lbs. 10-20-20 Fertilizer

70 lbs. Hay or Small Grain Straw Mulch

Should locality, climate and/or ground conditions warrant, the CFR may alter the planting dates to an earlier or later period, seed mix and quantity, or mulch requirements from those shown above. Any change to the seeding-mulching specifications is subject to the approval of the County or the CFR. Also, the above proposed seeding specifications could be changed upon the recommendations of the USDA/NRCS contract personnel providing construction oversight of these projects. The contractor shall install the USDA/NRCS recommended final seeding specification if that specification deviates from the schedule shown above.

9. EQUIPMENT REQUIREMENTS

For work in locations that requires heavy equipment, hydraulic excavators shall be low ground pressure (LGP) machines, and equipped with a stationary or mechanical thumb attachment or grapple attachment. Rubber tire skidders shall be equipped with low ground pressure, high floatation tires.

All equipment used by the contractor should be inspected daily to determine if maintenance is needed and whether there are any leaks of petroleum or deleterious substances. An equipment log should be maintained by the contractor and daily entries of equipment condition or repairs should be noted. The CFR may require periodic field review of the equipment maintenance log. Equipment must be in good working condition upon arrival to commence work and prior to mobilization to any project site

For each work two-way communication capabilities shall be maintained at all times. This requirement may be met with cellular phones or two-way battery operated radios. Radios shall

SECTION 3: SCOPE OF WORK

have a broadcast capability of a minimum of 5 watts and shall operate on a frequency of 151.625 MHz on the FM band. Alternate frequencies may be used subject to the approval of the CFR.

10. MEASUREMENT AND PAYMENT

Payment for completed work shall be made by the following method:

Method 1

Measurement for stream clearing, snagging and debris removal will begin at the end of the culvert or edge of the bridge on each side of the roadway and go either upstream or downstream as determined by the direction of the work. The actual end point will be as determined by the CFR. Distances shown on the drawings are estimates only and will not be solely used for the purpose of determining payment. Distances shall be continuous from each beginning point to each end point, with the exception of areas that involve beaver dams. In areas where beaver dams are encountered, a “non-work area” will be flagged by the CFR, and the length of this section will be deducted from payment from the total length of the cleared section of stream. Measurement and payment is made to the nearest linear foot for each segment of stream debris removal and per the unit rate indicated in the executed contract with Pender County. Payment shall be considered as “all inclusive” and full compensation for: all labor, equipment, tools, materials, supplies, seeding, mulching, mobilization, demobilization lodging, subsistence, subcontracted services, subcontracted equipment, subcontracted labor, insurance bonds, or any other costs or expenses necessary and/or incidental for the contractor to complete the work as described in this RFP.

For payment of stabilization projects, measurement and payment will be made using Method 1 and will be based on approved unit rates, and for the actual quantities of material provided by the contractor and approved by the CFR.

11. HEALTH & SAFETY/OSHA

Prior to commencing work, the contractor shall prepare a Health & Safety Plan (HASP) describing all measures that will be implemented on EWP projects to ensure worker health and safety. The HASP shall describe the minimum needed protective clothing, gear, and wares (i.e. hand protection, hearing protection, head protection, clothing, eye protection, foot protection, etc.) and other protective outfitting needed by workers while undertaking specific tasks onsite. The HASP shall identify each critical work task that is anticipated by the contractor to be conducted on each work site, the equipment to be used, and the safety/risk management measures that will be implemented by the contractor to prevent accident or injury to workers. Since the proposed work is anticipated to be performed in or adjacent to State or Federal waters, safeguards shall be identified in the HASP to ensure worker safety in or around open waters.

SECTION 3: SCOPE OF WORK

The HASP shall be reviewed and acknowledged by signature of each site employee of the contractor, subcontractors, vendors, and any other entity or person that will work or enter onto the proposed work sites to show all are informed of HASP provisions and requirements. Any person entering upon the work site **must** review the HASP and sign off with their acknowledgement and understanding of its content. The proposed HASP must be submitted to the Sponsor for review and approval, at least 10 days prior to mobilization or commencement of work on any site. The contractor shall include provisions in the HASP for conducting mandatory daily tailgate safety meetings prior to beginning work each day. The safety meetings shall be conducted by a qualified contractor designated Health & Safety Officer (HSO). The contractor shall identify their designated HSO who will be onsite and in responsible-charge of Health & Safety each day of work. All employees, subcontractors, vendors, or any other party present onsite on behalf of the contractor shall attend the H&S safety meeting each day, or receive a safety briefing before entering the site. The daily safety meetings shall be documented by written record with a signature by every person attending including meeting start and stop time, and topic/points discussed. A Sponsor representative shall also be in attendance at each daily safety tailgate meeting. A copy of the meeting attendees list shall be provided to the Sponsor daily. The contractor shall keep a copy of the HASP onsite for review for the duration of each project. The contractor shall make the plan available for review (and written acknowledgment) for anyone entering the site.

OSHA Compliance

The contractor is required to perform all work activities in compliance with all OSHA standards and provisions in order to provide and maintain safe working conditions for all workers at all times on each EWP site. Contractors shall perform their work in accordance with OSHA regulations, and the Contract Work Hours and Safety Standards Act (40USC 327-330) as supplemented by Department of Labor Regulations cited in Title 29 CFR Part 5. Any work to be conducted on any site that is governed under Title 29 CFR 1926, Subpart P, Appendix A pertaining to Selection of Protective Systems; Sloping; Shoring; and Benching rules and regulations including OSHA 1926.652, Subpart P, Excavations (a) through 1926.652(g) shall be identified in writing to the Sponsor prior to commencement. The proposed measures to comply with these requirements shall be included in the notice to the Sponsor for review. Notice to the Sponsor shall include a description of the anticipated tasks to be undertaken to comply with these OSHA requirements, the measures, timeframe, and duration that the tasks taken to comply will be ongoing during the project.

12. OTHER PLANS AND SUBMITTALS

The County may require the contractor to submit other plans, submittals, daily reports, logs, or documentation that is deemed necessary for complying with all USDA contract terms and

SECTION 3: SCOPE OF WORK

conditions for payment or program adherence. The contractor agrees to provide the County with any submittals required by USDA that may not be identified in this RFP.

13. ITEMS OF WORK AND CONSTRUCTION DETAILS

There are two primary items of work to be performed in conformance with this specification and the construction details. The scope of work to be performed is divided into the following tasks:

- Task 1-Stream Clearing & Snagging
- Task 2-Streambank Stabilization/Protection

Last, there are several projects sites that require woody debris to be removed from the location of where it was generated and disposed at “offsite” at permitted disposal facilities. The cost for offsite debris removal/disposal and transportation shall be included in the unit rate costs provided in the Bid Schedule.

A description of work anticipated for each of these two tasks are discussed below:

(1) Bid Item 1-TASK 1-Stream Clearing & Snagging

This item shall consist of the removal and disposal of woody stream debris within and adjacent to the reaches described below and the revegetating of disturbed areas. Debris required to be hauled “off-site” shall be transported only to County approved disposal sites that are permitted by the NC Division of Waste Management. Debris must be separated by woody, construction and demolition, white good items, and tires prior to placement in a permitted landfill. Any sediment that will be removed from project sites shall also be transported to the approved permitted LCID, CDLF or other State permitted facility, as approved by the County. Sites shown in Table under the heading of 326-Clearing and Snagging are anticipated to be performed by “Hand Work” only. Sites identified in Table 1 under the heading 500-Debris Removal may involve use of heavy equipment to facilitate debris operations. For these projects, the cost of heavy equipment and other resources needed to perform the work should be included in the unit rate in the Bid Schedule.

Measurement and payment shall be by Method 1.

SECTION 3: SCOPE OF WORK

(2) Bid Item 2-TASK 2-Streambank Stabilization/Protection

Streambank stabilization shall be performed at the following EWP sites. The stabilization measures anticipated for each proposed site varies depending on the scope of work developed by USDA during their site assessments/inspections which were identified in the Disaster Survey Reports for each project site.

The scope of work and quantities of materials are specified in the following descriptions of each project. Bidders should base their pricing on the scope and estimated quantities shown in the following sections. The cost to perform the work should be offered as a “not to exceed” costs. Additional quantities or scope is not anticipated above or beyond those shown in the following description since these projects have been cost estimated by USDA. Contractor should include only one mobilization and demobilization for each of the four projects. If stream clearing & snagging scope also corresponds to the projects shown, only one mobilization and demobilization should be included to cover both Task 1 and 2. The County will not pay for two separate mob/demobs.

The four sites requiring streambank stabilization are:

- 1) DSR-047/Hampstead 1-Harrison Creek
- 2) DSR-048/Hampstead 2-(un-named tributary)
- 3) DSR-049/Hampstead 3-Old Topsail Creek
- 4) DSR-51/Hampstead 5-Nixon Creek

A summary of the proposed scope of work anticipated for each of the four proposed stabilization project sites is shown below:

1). DSR-047/Hampstead 1-Harrison Creek-Hwy 210 Bridge Crossing

- Provide 100 tons of NCDOT Class II Rip-rap on bank at 2H:1V slope adjacent to existing NCDOT rip-rap on wing wall; no geotextile required
- Re-seed and mulch less than 0.25 acres of disturbed bank

2). DSR-048/Hampstead 2-un-named tributary-Factory Rd

- Provide 30 tons of NCDOT Class I Rip-rap on bank adjacent to culvert inlet
- Shaping and grading 260 LF on right bank to a 2H:1V slope
- Shaping and grading 260 LF on left bank to a 2H:1V slope
- Provide 6 ft. W X 260 LF jute Erosion Control Blanket (ECB) from top of bank to toe of bank on left and right banks; anchor jute matting to substrate
- Seed and mulch 0.25. acres of disturbed bank and ECB

SECTION 3: SCOPE OF WORK

3). DSR-049/Hampstead 3-Old Topsail Creek-Country Club Rd-(Olde Pt. Golf Course)

- Provide 90 tons of NCDOT Class I Rip-rap on left bank (150 LF X 7.0ft H X 1.5 D)
- Provide 90 tons of NCDOT Class I Rip-rap on right bank (150 LF X 7.0ft H X 1.5 D)
- Shaping and grading 150 LF of left pond bank to a 2H:1V slope
- Shaping and grading 150 LF of right pond bank to a 2H:1V slope
- Provide geotextile underlayment from top of bank to toe of bank (150LF X 10ft W)
- Key-in geotextile fabric at top and bottom of slope for rip-rap underlayment
- Provide jute mat ECB on disturbed areas not receiving rip-rap
- Seed and mulch 0.25. acres of disturbed bank

4). DSR-051/Hampstead 5-Nixon Creek-Long Leaf Dr. to Country Club

- Shaping and grading 100LF of left earthbank to a 2H:1V slope (100LF x 7.0ft W)
- Shaping and grading 100LF of right earthbank to a 2H:1V slope (100LF x 7.0ft W)
- Provide ECB on left bank (100LF X 7.0ft W) from top of bank to toe of bank
- Provide ECB on right bank (100LF X 7.0ft W) from top of bank to toe of bank
- Seed and mulch 0.25. acres of disturbed bank

The Contractor shall provide a Not to Exceed cost in the Bid Schedule for the four sites shown above in Task 2. Quantity pricing shall also be provided as required by the Bid Schedule.

Measurement and payment shall be by lump sum and not to exceed cost for each of the four sites shown above. The County may elect to award a contract for all four stabilization sites, or for one or more of the sites at their discretion. No guaranty is implied or expressed that all sites will be issued to only one contractor.

B. SPECIFIC REQUIREMENTS

- During execution of work under an emergency event, personnel provided by the Contractor must come prepared to work in adverse conditions and may be required to temporarily lodging locally, until all projects are completed and the affected streams and channels are restored to functional order. Pender County will not provide temporary or permanent lodging, food, or any form of subsistence to any contractor, his employees, or his subcontractor's during completion of work performed under this contract with the County. The direct cost for travel to and from the work sites will not be reimbursed and shall be included in the contractor's unit rate. Lodging and subsistence shall also not be reimbursed as a direct cost and must be included in the proposed unit rate.

SECTION 3: SCOPE OF WORK

- General liability insurance is required, however the Contractor is not required to carry Professional insurance or Environmental liability insurance because the nature of this work should not subject the Contractor to such activities. Additional information regarding insurance requirements of the Contractor can be found in Attachment G: Sample Contract for the Provision of Services, Item I15, Insurance. A Certificate of Insurance will be required of the awarded vendor that complies with the requirements outlined in Attachment G and names the County as an additional insured.

SECTION 4: GENERAL TERMS AND CONDITIONS

A. CONTRACTUAL REQUIREMENTS AND TERMS AND CONDITIONS

The following general Terms and Conditions apply to this RFP solicitation process and will be incorporated into the resulting contract. Any exceptions to the following requirements or other sections of this RFP should be addressed in the offeror's proposal.

B. ENTIRE AGREEMENT

This RFP, all attachments to this RFP, any additional or supplementary documents incorporated herein by reference, any resulting contract, and the selected offeror's submitted proposal contain all the Terms and Conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

C. CONFLICT BETWEEN DOCUMENTS

In the event of a conflict between the contract documents, including these Terms and Conditions and the terms of a purchase order or related document issued by the Office of Purchasing, the contract documents shall control.

D. AVAILABILITY OF FUNDS

A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

E. COOPERATIVE PURCHASE

If authorized by the Contractor, the contract resulting from this RFP may be extended to other public bodies, public agencies, or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor. Pender County is not a party to such contracts and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions, and prices to other public entities shall so indicate in the proposal.

SECTION 4: GENERAL TERMS AND CONDITIONS

F. NON-DISCRIMINATION

Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

G. INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

H. LAWS AND REGULATIONS

The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.

I. RIGHTS UNDER ANTITRUST LAWS

The offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the State of North Carolina in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of North Carolina, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

SECTION 4: GENERAL TERMS AND CONDITIONS

K. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

L. DEFAULT

In event of default by the Contractor, the County reserves the right to procure the goods and/or services and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.

M. INDEPENDENT CONTRACTOR

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

N. NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

SECTION 5: SPECIFIC TERMS AND CONDITIONS

Below is an example of the Pender County Terms and Conditions that will be presented to the contractor(s) prior to award for executing to perform the EWP projects. The contractor shall review and accept the Pender County Terms and Conditions subject to award:

Pender County Terms and Conditions

In entering this Contract with Pender County North Carolina (the “County”), your company (the “Vendor”), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. **COUNTY RIGHT TO CANCEL OR RESCIND** – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County’s best interest.
2. **PURCHASE ORDER REQUIRED** – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County’s rejection and shall be returned at the Vendor’s expense.
3. **VENDOR FAILURE TO DELIVER** – In the event of Vendor’s failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.
4. **CHANGES** – If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this Purchase Order will be considered a ‘Change Order’ and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.
5. **INVOICES** – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of this Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

6. **PRICE** – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.
7. **TAXES** – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.
8. **DELIVERY/TITLE** – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.
9. **RIGHT OF INSPECTION AND REJECTION** – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.
10. **ASSIGNMENT** – Neither this Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.
11. **WARRANTY/PERFORMANCE** – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.
12. **INDEMNIFICATION - INFRINGEMENT** – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

- 13. INDEMNIFICATION – DAMAGES** – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
- 14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS** - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.
- 15. USE OF COUNTY NAME OR LOGO** – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.
- 16. FEDERAL OR STATE STATUTE** – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.
- 17. E-VERIFY REQUIREMENTS** – As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.
- 18. INSURANCE** – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.
- 19. STRICT COMPLIANCE** – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

OTHER TERMS AND CONDITIONS:

A. CONTRACT TERM

The initial contract period will begin on the date of contract issuance by the County and continue for one (1) year with the option to renew for one additional one (1) year period, if mutually agreed upon by both parties.

Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

B. QUESTIONS

Questions regarding this RFP must be received prior to the deadline indicated on the cover page.

C. CONTRACTOR QUALIFICATIONS

Contractors shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure the County of good faith performance of the contract. Three examples of relevant qualifications and experience with similar projects are required to be submitted with this RFP.

D. CONTRACT/AGREEMENT

Following award, a contract/agreement will be executed between the offeror and the County. A sample contract is included with this RFP as Attachment G: Sample Contract for the Provision of Services. Do not return the sample contract with the proposal; it is provided for informational purposes only.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

E. PRICE ADJUSTMENT

Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year period, the Contractor may request a price increase prior to the end of the then current period, but no guaranty is implied that a price increase will be granted. The price increase, if any, for the renewal period shall not exceed the change of the Consumer Price Index (CPI) for Emergency Management Directors Series ID 11-9161 not seasonally adjusted as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

The new contract price(s) shall be calculated by applying the published index percentage change to the then current unit price(s). The newly adjusted price(s) will become effective as soon as possible but not prior the date of the renewal period, and will apply to goods or services requested on or after the effective date of the new price. The Contractor shall submit a written request for a price increase to the County. When applicable, evidence/proof of price change from the manufacturer or other relevant source shall accompany the price increase request. Price increases will not be automatic and are subject to approval by the County. If approved by the County, price increases may be limited to a maximum of 3% for each one-year renewal period.

If a price decrease is provided, such price decrease shall be immediately passed on to the County.

The County reserves the right to request a reduction in price based on economic factors or market conditions during contract term according to changes in the specified index or other factors.

CPI information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi>.

F. METHOD OF ORDERING

The County will issue a purchase order to the Contractor as authorization to provide the goods or services specified on the order.

G. EXAMINATION OF CONDITIONS

Each offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the offeror from furnishing all materials or performing the work in accordance with the plans, specifications, or Scope of Work.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

H. SCHEDULING AND DELAYS

The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

I. COMPLIANCE WITH UNIFORM RULES FOR PROCUREMENT (SUPER CIRCULAR, 2 C.F.R.)

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards. The following additional Terms and Conditions are incorporated into this RFP and any resulting contract, as required by the Uniform Rules for procurement published by the U.S. Office of Management and Budget's (OMB) Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2 C.F.R. 200) as effective December 26, 2014.

i. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Pender County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and Pender County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ii. Byrd Anti-Lobbying Amendment

SECTION 5: SPECIFIC TERMS AND CONDITIONS

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

iii. Access to Records

- (1) The Contractor agrees to provide Pender County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

iv. DHS Deal, Logo, and Flags

The Contractor shall not use Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of the DHS agency officials without specific FEMA preapproval. Pender County logos or seals are also prohibited from use at any time or on any site during the project implementation.

v. Compliance with Federal Law, Regulations, and Executive Orders

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

vi. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

vii. Program Fraud and False or Fraudulent Statements or Related Acts

SECTION 5: SPECIFIC TERMS AND CONDITIONS

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. viii.

Full and Open Competition

This RFP is being solicited with the intent to provide full and open competition and no preferences will be assigned based on geographic location or socio-economic status of the offeror.

ix. Disadvantaged Business Enterprises

Qualified small businesses, minority-owned businesses, women-owned businesses, and otherwise disadvantaged businesses are encouraged to submit offers in response to this RFP. The contractor is encouraged to seek and solicit disadvantaged business enterprises for any work scopes where such businesses could provide services and/or wares.

ATTACHMENT A: PROPOSAL FORM

ATTACHMENT A: PROPOSAL FORM

Completed, signed, and notarized form shall be submitted with the proposal. Please attach a copy of your registration with the North Carolina Secretary of State.

A. OFFEROR INFORMATION:

Firm/Company Name (legal name): _____

Mailing Address: _____

Payment Address (if different from mailing address): _____

Firm Telephone Number: _____

Federal Employer Identification Number (FEIN): _____

Social Security Number (only if FEIN is NOT provided): _____

Representative Name/Title: _____

Representative Telephone Number: _____

Representative Email Address: _____

B. AUTHORIZATION TO TRANSACT BUSINESS IN NORTH CAROLINA

By signature of this form, I certify that the firm identified above in Item A is legally authorized to transact business in the State of North Carolina. *A copy of the Certification of Existence or registration is attached to this form.*

North Carolina Secretary of State Identification Number (SOSID): _____

- OR -

ATTACHMENT A: PROPOSAL FORM

Firm/company is not required to have/maintain registration because: _____

C. PAYMENT TERMS

☐ Net 30

☐ Other (Specify): _____

If payment terms are not specified above, then the terms shall be Net 30 Days.

D. ADDENDA

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFP:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

ATTACHMENT A: PROPOSAL FORM

E. EXCEPTIONS

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- ☐ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- ☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted (attach additional sheets if necessary):

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTE: Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

F. COOPERATIVE PURCHASING

Offeror will extend term, conditions, and prices to other jurisdictions.

- ☐ Yes
- ☐ No

ATTACHMENT A: PROPOSAL FORM

G. PROPOSAL CHECKLIST

This checklist is provided to assist offerors in submitting proposals. The proposal should include the following information in the quantities specified in Section 2.B Proposal Submission Requirements.

- ☐ Proposals developed according to the outline specified in Section 2.C Proposal Format Requirements and according to the instructions in Section 2.B Proposal Submission Requirements and elsewhere in this RFP.
- ☐ Attachment A: Proposal Form
- ☐ Attachment B: References Form
- ☐ Attachment C: Bid Schedule
- ☐ Attachment D: Offeror's Certification Form
- ☐ Attachment E: Certification Regarding Lobbying
- ☐ Attachment F: Pender County Vendor Form and Completed W-9 Form
- ☐ Other: FS 25-Bid, Payment, and Performance Bond Form

H. CONFLICT OF INTEREST

The offeror certifies that their proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Any purchase order, check requisition or contract from which any agent, officer, or employee of the County or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the County shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the County.

I. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid for a period of 180 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of firm named below.

Firm Name: _____

ATTACHMENT A: PROPOSAL FORM

Print Name: _____

Title: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____

ATTACHMENT B: References

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references.

References must be for similar services provided and must have been completed within the past 10 years.

Offeror Name: _____

Reference 1:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

Reference 2:

Name of Entity or Business: _____

ATTACHMENT B: References

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

Offeror Name: _____

Reference 3:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

ATTACHMENT B: References

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

NOTE: Do not include or attach additional pages.

ATTACHMENT C: BID SCHEDULE**ATTACHMENT C: BID SCHEDULE**

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: _____

Task 1-Scope of Work: Stream Clearing & Snagging**(Page 1 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate (\$)	Total Cost (\$)
047	Hampstead 1	NC HWY 210	Harrison Creek	0	300		\$
048	Hampstead 2	Factory Rd	Unnamed	200	650		\$
049	Hampstead 3	Spring Garden	Old Topsail Cr.	0	200		\$
050	Hampstead 4	Kings Landing	Old Topsail Cr.	300	0		\$
051	Hampstead 5	Long Leaf/CC	Nixon Creek	2600	0		\$
052	Hampstead 6	Country Club	Nixon Creek	800	0		\$
053	Hampstead 7	Sloop Pt. Loop	Nixon Creek	540	0		\$
106	Hampstead 9	Hughes Rd	Mill Creek	400	400		\$
107	Hampstead 10	Hoover Rd	Godfrey Creek	400	400		\$

ATTACHMENT B: References

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ATTACHMENT C: BID SCHEDULE**ATTACHMENT C: BID SCHEDULE**

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: _____

Task 1-Scope of Work: Stream Clearing & Snagging**(Page 2 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate (\$)	Total Cost (\$)
108	Hampstead 11	Hoover Rd.	Godfrey Creek	400	400		\$
109	Hampstead 12	Country Club	Unnamed	0	500		\$
110	Hampstead 13	Sloop Pt. Loop	Mullet Run	0	1500		\$
111	Hampstead 14	Royal Tern	Unnamed-Virginia Creek	0	500		\$
112	Hampstead 15	Shepards	County Line Brch.	400	400		\$
113	Hampstead 16	Fairway	Unnamed	2250	100		\$
114	Long Creek RP 1	Highsmith	Roscoe Creek	200	200		\$
115	Long Creek RP 2	Highsmith	Mill Creek	300	300		\$

ATTACHMENT C: Bid Schedule

ATTACHMENT C: BID SCHEDULE

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ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: _____

Task 1-Scope of Work: Stream Clearing & Snagging

(Page 3 of 4)

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate (\$)	Total Cost (\$)
116	Long Creek RP 3	Little Kelly Rd	Trib-Riley Creek	100	100		\$
117	Long Creek RP 4	NC HWY 133	Turkey Creek	400	400		\$
119	Long Creek RP 6	Herrings Chapel Rd.	Mill Branch	0	200		\$
120	Long Creek RP 7	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	2000		\$
121	Long Creek RP 8	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	950		\$
139	Willard 1	Horse Branch Rd.	Trib-Lewis Creek	400	400		\$
140	Willard 2	Camp Kirkwood Rd	Trib-Lewis Creek	400	400		\$

ATTACHMENT C: Bid Schedule

ATTACHMENT C: BID SCHEDULE

141	Willard 3	US HWY 117	Lewis Creek	400	400		\$
142	Willard 4	Watha Rd.	Lewis Creek	400	0		\$

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each and submit with the proposal.

Contractor/Bidder Name: _____

Task 1-Scope of Work: Stream Clearing & Snagging

(Page 4 of 4)

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate (\$)	Total Cost (\$)
143	Willard 5	Willard Rd.	Tri-Sills Creek	400	400		\$
144	Willard 6	Willard Railroad St.	TribRockfish Creek	200	0		\$
145	Willard 7	Willard Rd	Bull Branch	400	400		\$
146	Willard 8	Willard Rd.	Trib-Doctors Cr	300	300		\$
147	Willard 9	Willard Rd.	Trib- Mill Creek	300	300		\$

ATTACHMENT C: Bid Schedule

ATTACHMENT C: BID SCHEDULE

					GRAND TOTAL OF TASK 1- (Add Pgs 1-4)		\$

ATTACHMENT C: Bid Schedule

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: _____

Task 2-Scope of Work: Streambank Stabilization

(Page 1 of 1)

DSR No. 5038-	DSR Name/ Location	Mob/ Demob Qty (\$)	Class I Rip-Rap Qty (\$/tons)	Grading/ Earthwork /ECB/Geotech Fab (\$/site)	Seeding/ Mulching (\$/0.25 acre)	Ext. Cost (\$)
047	Hampstead 1- NC Hwy 210	1 each	300 tons	\$	\$	\$
		\$	\$			
048	Hampstead 2- Factory Rd	1 each	30 tons	\$	\$	\$
		\$	\$			
049	Hampstead 3- Spring Garden Rd	1 each	176 tons	\$	\$	\$
		\$	\$			
051	Hampstead 5- Long Lf./Cntry Club	1 each	0	\$	\$	\$
		\$	\$			
					GRAND TOTAL OF TASK 2- (Add Pg1 of 1)	\$

NOTE: All rates above are to be inclusive of all mobilization/demobilization, insurance, bonds, operating costs, expenses, travel, mileage, equipment, tools, labor, subcontracted costs, per diem, disposal or any other cost incurred by the contractor to perform the requested services in this RFP. No additional hourly labor rate, mobilization or demobilization costs will be allowed in addition to the stated Unit Rate shown above. The Unit Rate shown above is the only costs that will be paid by the County for performing the work stated in this RFP.

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

A completed, signed, and notarized form shall be submitted with the proposal.

To Whom It May Concern:

I have carefully examined the Request for Proposal (RFP) and any other documents accompanying or made a part of this RFP.

I hereby propose to perform the services as specified in the Scope of Work of this RFP at the rates described on the completed Attachment C: Bid Schedule for Task 1 and 2.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm, and that the firm is ready, willing, and able to perform if awarded a contract by Pender County.

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

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

Name of Firm: _____

Federal Employer Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code:

Phone: _____

_____ Email:

Name and Title: _____

Authorized Signature:

Date:

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

A completed and signed form shall be submitted with each proposal offer exceeding \$100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act

of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

ATTACHMENT F: PENDER COUNTY VENDOR FORM AND W9

ATTACHMENT F: PENDER COUNTY VENDOR FORM AND W9

A completed and signed Pender County Vendor Form shall be submitted with each proposal offer along with a completed W-9 Form. Please find these forms attached on the following pages.

Pender County Vendor Form Not Required by Vendor for This Project Only

Submit W-9

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**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT G: SAMPLE PENDER COUNTY CONTRACT FOR THE PROVISION OF SERVICES

Attachment G is provided for the review and reference of offerors only and does not need to be submitted with proposal offers. The selected Contractor will be expected to enter into an agreement based upon this sample contract. Any exceptions or deviations to the language contained in the sample contract or this RFP that the offeror wishes to propose for consideration must be noted on Attachment A: Proposal Form and submitted with the offeror's proposal.

**Pender County Government
805 S. Walker Street Burgaw,
North Carolina 28425
SAMPLE CONTRACT**

PO # XXXX
July 6, 2021

This contract is entered into by and between Pender County Government, Burgaw, North Carolina 28560, hereinafter called the County and __hereinafter referred to as Consultant, to provide _____ to Pender County.

- 1. Contract Specifications:** These attachments will be incorporated into the basic contract. The parties hereto agree that contractor shall provide items and assume obligations set forth herein and in Attachments "A" through "C". In the event of any inconsistency between terms, conditions or provisions appearing in Attachment "A" through "C", and terms and conditions of the basic contract, the provisions of the basic contract shall apply. In addition to the terms set forth herein, this contract consists of:
 - Attachment (A) Pender County General Provisions
 - Attachment (B) Pender County Purchase Order (if applicable)
 - Attachment (C) Contractor Agreement (if applicable)
 - Attachment (D) RFP and Bid Response
- 2. Contractor Requirements:** Contractor will provide _____
- 3. Contract Period:** Contract will become effective on date signed by both parties for and conclude when services are complete on or before _____.
- 4. Payment:** As consideration for Pender County's receipt and delivery of services described in item "2" above, Pender County agrees to pay the contractor a payment of \$_. The date of issue of the Pender County check is the date of payment.

5. **Place of Services:** All services that are the subject of this contract shall be delivered to the following address(es):
_____.
6. **Obligations:** Any claims or liabilities created by this contract are the exclusive responsibility of Pender County. This contract shall not be construed to obligate any other Pender County fund or monies.
7. **Taxes:** This contract is subject to any applicable taxes. Pender County is not exempt from NC sales tax.
8. **Inspection:** Inspection will be made after delivery at the destination specified. Any discrepancies with the services not in conformity with the specification of this contract will be addressed in accordance with the manufacturer's warranties.
9. **Modifications/Changes:** This contract may be modified by written agreement of both parties. The contractor will not represent in any manner, expressly or by implication, that services purchased under this contract are approved or endorsed by any element of the local government. Any advertisement by the Contractor, which refers to Pender County activity, will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
10. **Entire Agreement:** This contract represents the final and entire agreement of the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No additional agreements, term, or conditions may be implied. In the event of conflict between the North Carolina General Statutes, the provisions of the basic contract and the provisions of any attachment hereto, the N.C. General Statutes, followed by the provisions of the basic contract govern.
11. **Choice of Law:** Exclusive Venue. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Pender County.

Executed By:

For Pender County:

For Contractor:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Planning Director

Title: _____

Company: Pender County Govt

Company Name: _____

Address: _____

Address: _____

City: Burgaw

City: _____

State: North Carolina

State: _____

Zip Code 28425

Zip Code: _____

Phone Number: _____

Phone Number: _____

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

General Provisions Attachment (A)

I-1.	Definitions	I-16.	Warranty
I-2.	E-Verify	I-17.	Item Substitution and Variation
I-3.	Gratuities and Contingent Fees	I-18.	Inspection and Acceptance
I-4.	Officials not to Benefit	I-19.	Availability of Funds
I-5.	Oral Representations	I-20.	Invoicing and Payment
I-6.	Non-Appropriation	I-21.	Withholding
I-7.	Representations	I-22.	Contractor Liability
I-8.	Advertisements	I-23.	Termination
I-9.	Subcontracting	I-24.	Requests for Monetary or other Relief
I-10.	Assignment	I-25.	Notification of Debarment or Suspension Status
I-11.	Iran Divestment Act	I-26.	Equal Employment Opportunity
I-12.	Permits and Licenses	I-27.	Drug-Free Work Place
I-13.	Non-Waiver or Defaults	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-14.	Indemnity	I-29.	Standards
I-15.	Insurance	I-30.	Force Majeure
		I-31.	Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below: A.
“Pender County” refers to the Pender County Government activities and organizations.
- B. “Contract” Identifies this contract or any modification thereto.
- C. “Finance Director” means a person authorized in writing to execute and administer the contract on behalf of Pender County or said Finance Director’s successor or successors. (Note: Other Pender County and Government Officials, who by virtue of their positions are concerned with the administration and operation of this contract, may take certain administrative actions on behalf of the Finance Director. These Officials may conduct inspections, process, and collect contract payments, make administrative decisions, and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Pender County or Government Officials to the Finance Director.)
- D. “Contractor or vendor” means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Gratuities and Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Pender County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Pender County may terminate this and all other Pender County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from;

but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Pender County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Pender County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non-Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.
- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Pender County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Pender County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Pender County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees, and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employee's rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Pender County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Pender County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**

- A. Contractor shall indemnify, hold harmless and defend Pender County, their agents, representatives, employees, and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
 - 1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor:
 - 2. Loss, death, damage, or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Pender County, its representatives, or employees.
 - 3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
- B. Pender County will give Contractor notice and an opportunity to defend.

I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

- A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and nonowned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

I-16. **Warranty:** Contractor warrants that:

- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not "seconds" as the term is normally understood in the trade. This warranty shall survive acceptance by Pender County of the items and is in addition to other warranties of additional scope given by the Contractor to Pender County.
- B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor's warranties are in addition to and do not limit any rights afforded to Pender County by any other clause of this contract.
- C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter's Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
- D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Pender County.

I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.

I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:

- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Pender County activities do not include defective/non-conforming items.

- B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Pender County rights under the warranty provisions contained herein.
- C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Pender County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor's plant shall also be borne by the Contractor.
- D. In case of refund, the Contractor shall be liable to the Pender County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
- E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.

I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.

I-20. **Invoice and Payment:**

- A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:
 - 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 - 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Pender County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
 - (c) Contract/Order Number.
 - (d) Item Description and Quantity Shipped/Delivered.
 - (e) Contract/Order Line Item Cost and Total
 - (f) Any applicable sales tax
 - (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total. (h) "Ship To" address as shown on order or contract. (i) Freight charges (on FOB origin shipments).
 - (j) Name, title, and phone number of Contractor's contact person.
 - (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office
 - 3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.
- B. Payment.
 - 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Pender County paying office. Improper invoices may be returned without payment to the Contractor.
 - 2. The next payment date for Pender County Contracts is established at 30 days after receipt of a proper invoice.
 - 3. Payment is made:
 - (a) The date a check for payment is dated.

- (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by Pender County.
- 4. Any questions or inquiries concerning invoice payments should be directed to the Pender County Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** Pender County may withhold payment for amounts due or creditable to Pender County under this contract, E.G., returns, damage.

I-22. **Contractor Liability:**

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Pender County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. **Termination:**

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. Pender County by written notice may terminate this contract in whole or in part when it is in the best interest of the Pender County. To the extent that this contract is for services and is so terminated, Pender County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination.
- C. Termination for Default. Pender County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if.
 - 1. the Contractor was not in default; or
 - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
- D. The rights and remedies of Pender County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.

I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred, or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.

I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

I-27. **Drug-Free Workplace:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drugfree workplace in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in

establishing a drugfree workplace: Publicizing a drug-free workplace policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.

I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Pender County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.

I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

I-31. **Federal Funds:** The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
- B. Davis-Bacon Act (40 U.S.C. 3141-3148);
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- E. Clean Air Act (42 U.S.C. 7401-76711q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- F. Debarment and Suspension (Executive Orders 12549 and 12689);
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- I. Record Retention Requirements (2 C.F.R. § 200.324)

Further, to the extent any of the provisions of this Section I-31 conflicts with any other provisions of the Contract, the provisions of this Section I-31 shall control and take precedence.

END OF SAMPLE CONTRACT

APPENDIX A

Table 1 - Pender County EWP Sites/USDA Contract 5038

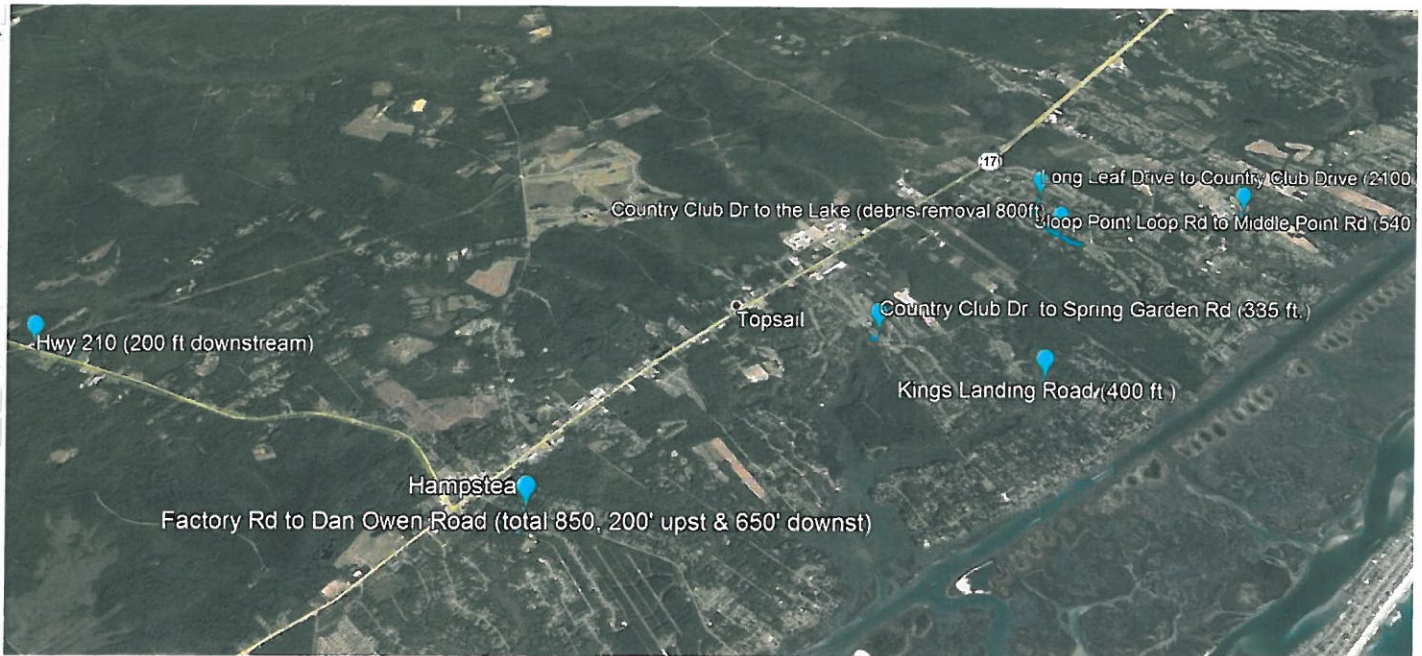
Scope of Work-Round 1

DSR Number/Site Name	Watercourse	Cross Street/Location	Upstream (ft.)	Downstream (ft.)	326 - Clearing & Snagging	500 - Debris Removal	580 - Streambank Protection	Sed. Removal
047 Hamp1	Harrison Creek	NC 210	0	300				
048 Hamp2	Unnamed	Factory	200	650				
049 Hamp3	Old Topsail Creek	Spring Garden Road	0	200				
050 Hamp4	Old Topsail Creek	Kings Landing	300	0				
051 Hamp5	Nixon	Long Leaf/CC	2600	0				
052 Hamp6	Nixon	Country Club	800	0				
053 Hamp7	Nixon	Sloop Point Loop	540	0				
106 Hamp9	Mill Creek	Hughes Road	400	400				
107 Hamp10	Godfrey Creek	Hoover	400	400				
108 Hamp11	Godfrey Creek	Hoover	400	400				
109 Hamp12	Unnamed	County Club	0	500				
110 Hamp13	Mullet Run	SPL	0	1500				
111 Hamp14	Unnamed/Virginia Creek	Royal Tern	0	500				
112 Hamp15	County Line Branch	Shepards	400	400				
113 Hamp16	Unnamed	Fairway	2250	100				
114 LongCrkRP1	Roscoe Creek	Highsmith	200	200				
115 LongCrkRP2	Mill Creek	Highsmith	300	300				
116 LongCrkRP3	Unnamed Trib to Riley's Creek	Little Kelly Road	100	100				
117 LongCrkRP4	Turkey Creek	NC HWY 133	400	400				
119 LongCrkRP6	Mill Branch	Herrings Chapel Road	0	200				
120 LongCrkRP7	Unnamed Trib to Turkey Creek	Belhammon Forest Drive	0	2000				
121 LongCrkRP8	Unnamed Trib to Turkey Creek	Bellhammon Forest Drive	0	950				
139 Willard1	Trib to Lewis Creek	Horse Branch Road	400	400				
140 Willard2	Trib to Lewis Creek	Camp Kirkwood Road	400	400				
141 Willard3	Lewis Creek	US HWY 117	400	400				
142 Willard4	Lewis Creek	Watha Road	400	0				
143 Willard5	Trib to Sills Creek	Willard Road	400	400				
144 Willard6	Trib to Rockfish Creek	Willard Railroad Street	200	0				
145 Willard7	Bull Branch	Willard Road	400	400				
146 Willard8	Trib to Doctors Creek	Willard Road	300	300				
147 Willard9	Trib to Mill Creek	Willard Road	300	300				
END OF SITES								

APPENDIX B

EWP Field Data Report:
EVENT: Hurricane Florence

SKETCH of DAMAGE: *See attached site location maps and photos.*



Engineering Cost Estimate for Repair Measures

Description of **Proposed** Recovery Measure (including mitigation measures)

Debris removal and bank stabilization (bank shaping, placement of NC DOT Class I rock or erosion control blanket).

Practices/Components:

Estimated Qty/Unit Cost

Site 1-Debris removal

200 ft

Site 2 - Debris removal

850 ft

Site 2 - Bank shaping & placement of Class I rock on 40 ft of streambank (on one side) and placement of erosion control blanket on 260 ft of bank (on both sides of stream)

300 ft

Site 3 - Debris removal

185 ft

Site 3 - Bank shaping & placement of riprap on pond banks (both banks -300 ft total)

150 ft

Site 4 - Debris removal

400 ft

Site 5 - Debris removal with placement of debris at offsite disposal area

2100 ft

Site 5 - Bank shaping & placement of erosion control blanket

100 ft

Site 6 - Debris removal

800 ft

Site 7- Debris removal with placement of debris at offsite disposal area

540 ft

Total debris removal =

Description of **Alternative** Recovery Measure (including mitigation measures)

Perform no repair work.

Practices/Components

Estimated Qty.

Units

EWP Field Data Report:

EVENT: Hurricane Florence

Report Date: December 16, 2018 Local Sponsor Name: Pender County

Site ID: Hampstead 1 - 7

Investigator(s): Joy Sherrod, Jason Turner, Jane Wood

Obtain and Transmit Digital Photos of the watershed impairment with this form. Yes

LOCATION:

County: Pender

Location/Address:

1- NC Hwy 210
2 - Factory Road to Dan Allen Dr,
3 - Country Club Dr to Spring Garden Rd
4 - Kings Landing Rd
5 - Long Leaf Dr to Country Club Dr
6 - Country Club Dr to lake on Belvedere
Country Club
7 - Sloop Point Loop Rd to Middle Point Rd

Drainage Name: Nixon and Old
Topsail Creek

Lat. & Long. 1- 34 22' 55.13"N, -77 45' 18.59"W

2 - 34 21' 57.08"N, -77 42' 21.43"W

3 - 34 23' 1.77"N, -77 40' 28.33"W

4 - 34 22' 43.12"N, -77 39' 34.16"W

5 - 34 24' 4.26"N, -77 39' 19.24"W

6 - 34 23' 46.46"N, -77 39' 15.18"W

7 - 34 23' 57.03"N, -77 38' 2.19"W

BACKGROUND:

Describe the damage at this location as a consequence of the natural disaster event:

Due to out of bank flow and high winds, bank erosion occurred and trees fell within the streams.

Describe the Watershed Impairment:

Excessive stream bank erosion and reduced channel capacity.

How does the watershed impairment *currently* impair the watershed's hydrologic or ecological functions?

Stream banks will continue to erode and channel capacity has been restricted due to fallen debris.

How does the watershed impairment *currently* create an imminent or immediate threat¹ to life, property², or health?

Eroded channel banks will continue to erode and could compromise public road shoulders. Restricted channel capacity could increase flooding of public roads or homes.

What is the evidence that there has not been an ongoing watershed problem at this site, and that the impairment suddenly arises as a result of the natural disaster event?

Eroded channel banks have exposed soils surfaces.

Summarize what will be protected from damage by the proposed work:

Private Property: Residential Homes

Business Property:

Public Property, including public buildings, infrastructure and utilities: Public Roads

¹The potential for a threat to life, health, or property may be at the site, upstream of the site, or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.).

²Property is considered any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Standing timber, orchards, growing crops, other agronomic crops, etc. are not considered property under the EWP Program.

APPENDIX C

EWP Field Data Report:

EVENT: HURRICANE FLORENCE

SEE SITE LOCATION MAPS & PHOTOS.



Engineering Cost Estimate for Repair Measures

Description of **Proposed** Recovery Measure (including mitigation measures)

Debris removal.

Practices/Components	Estimated Qty./Units
Site 8 - 400 ft.up & down stream	total 800 ft.
Site 9 - 400 ft. up & down stream	800 ft.
Site 10 - 400 ft. up & down stream	800 ft.
Site 11 - 400 ft. up & down stream	800 ft.
Site 12 - 200 ft. down stream	200 ft.
Site 13 - 1500 ft. down stream	1500 ft.
Site 14 - 500 ft. down stream	500 ft.
Site 15 - 400 ft. up & down stream	800 ft.
Site 16 - 2250 ft. up & 100 down stream	2350 ft.

Description of **Alternative** Recovery Measure (including mitigation measures)

Perform no work.

Practices/Components	Estimated Qty.	Units
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EWP Field Data Report:

EVENT: HURRICANE FLORENCE

Report Date: January 31, 2019 Local Sponsor Name: Pender County

Site ID: Hampstead sites #8-16

Investigator(s): Jason Turner, Joy Sherrod, Jane Wood

Obtain and Transmit Digital Photos of the watershed impairment with this form. ☒ Y ☐ N

LOCATION:

County: Pender

Location/Address:

8 - 4549 NC Hwy 210

Drainage Name:

9 - 617 Hughes Rd

Harrison, Mill, Godfrey,

10 - 34.3489 N, -77.7144 W

10 - 1585 Hoover Rd

Mullet Run, Virginia,

Lat. & Long. Coordinates:

11 - 34.3937 N, -77.7098 W

11-1038 Hoover Rd

and County Line creeks

12 - 34.3861 N, -77.7111 W

12 - 2434 Country Club Dr.

13 - 34.3960 N, -77.65032 W

13 - 2335 Sloop Point Loop Rd

14 - 34.4068 N, -77.6211 W

14 - 246 Royal Tern Dr.

14 - 34.4371 N, -77.6254 W

15 - 555 Shepards Rd

BACKGROUND:

15 - 34.4685 N, -77.5713 W

16 - Fairway Dr.

16 - 34.3927 N, -77.6479 W

Describe the damage at this location as a consequence of the natural disaster event:

Due to out of bank flow and high winds, trees fell within the streams.

Describe the Watershed Impairment:

Reduced channel capacity.

How does the watershed impairment *currently* impair the watershed's hydrologic or ecological functions?

Channel flow capacity has been restricted due to debris deposited within the stream.

How does the watershed impairment *currently* create an imminent or immediate threat¹ to life, property², or health?

Restricted channel capacity could increase flooding potential of public roads or homes.

What is the evidence that there has not been an ongoing watershed problem at this site, and that the impairment suddenly arises as a result of the natural disaster event?

Trees that have fallen are recent and not considered old debris.

Summarize what will be protected from damage by the proposed work:

Private Property: Residential Homes

Business Property:

Public Property, including public buildings, infrastructure and utilities: Public Roads

¹The potential for a threat to life, health, or property may be at the site, upstream of the site, or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.).

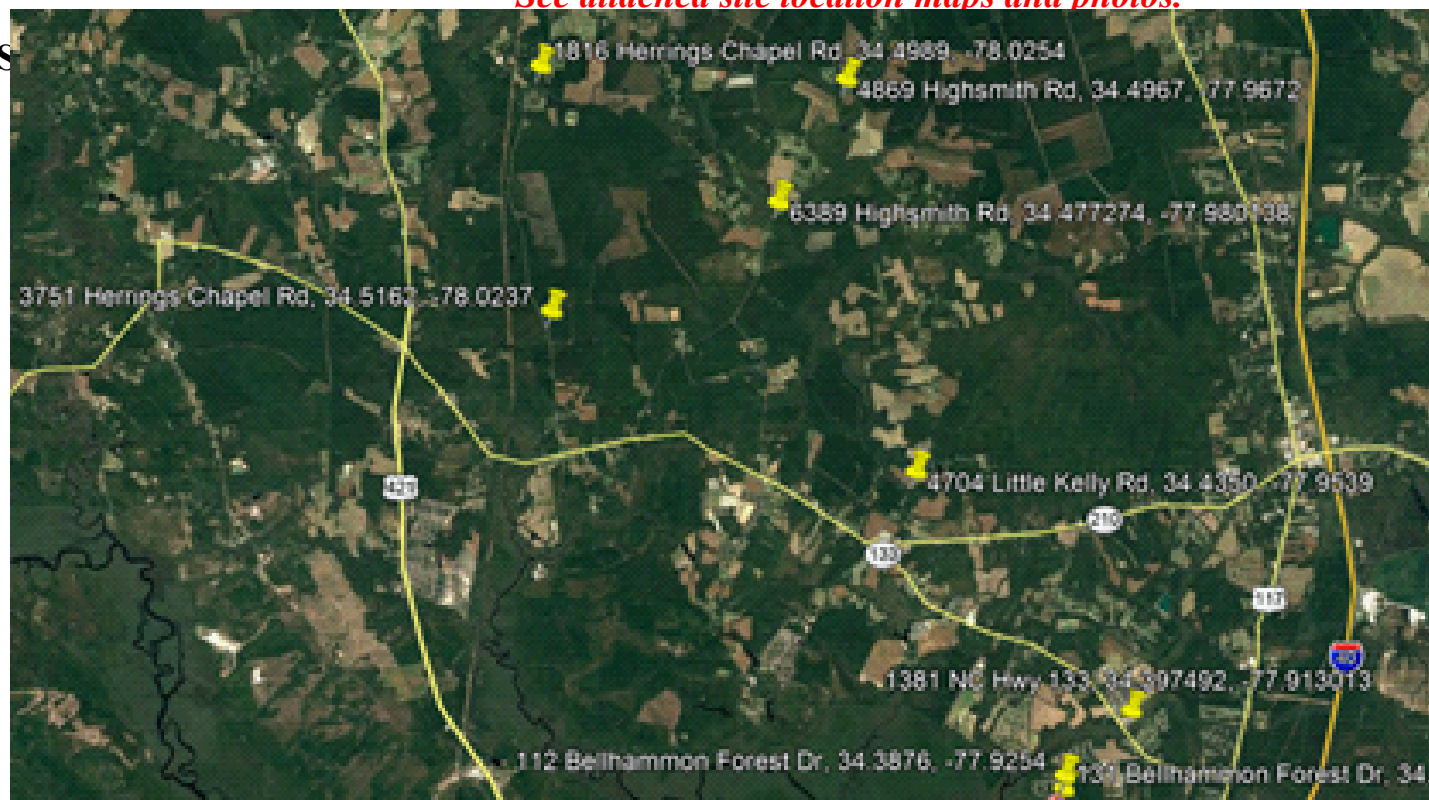
²Property is considered any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Standing timber, orchards, growing crops, other agronomic crops, etc. are not considered property under the EWP Program.

APPENDIX D

EWP Field Data Report:

EVENT: Hurricane Florence

See attached site location maps and photos.



Engineering Cost Estimate for Repair Measures

Description of **Proposed** Recovery Measure (including mitigation measures)

Debris removal

Practices/Components:

Site 1 - Debris removal

Site 2 - Debris removal

Site 3 - Debris removal

Site 4 - Debris removal

Site 5 - Debris removal

Site 6 - Debris removal

Site 7 - Debris removal

Site 8 - Debris removal

Estimated Qty/Unit Cost

200 ft Downstream

300 ft Up and Downstream

200 ft Downstream

400 ft Up and Downstream

400 ft Up and Downstream

200 ft Downstream

2000 ft Downstream

950 ft Downstream

Description of **Alternative** Recovery Measure (including mitigation measures)

Perform no repair work.

Practices/Components

Estimated Qty.

Units

EWP Field Data Report:

EVENT: Hurricane Florence

Report Date: February 7, 2019 Local Sponsor Name: Pender County

Site ID: Long Creek & Rocky Point
sites 1-8

Investigator(s): Joy Sherrod, Jason Turner, Jane Wood

Obtain and Transmit Digital Photos of the watershed impairment with this form. Yes

LOCATION:

County: Pender

Location/Address:

1. 4869 Highsmith Rd
2. 6389 Highsmith Rd
3. 4704 Little Kelly Rd
4. 1381 Hwy 133
5. 3751 Herrings Chapel Rd
6. 1816 Herrings Chapel Rd
7. 131 Bellhammon Forest Dr
8. 112 Bellhammon Forest Dr

Drainage Name: Resoe
Ck, Mill CK, Riley Ck, Mill
Branch, Turkey Ck

Lat. & Long. _____

1. 34.4967 N, -77.9672 W
2. 34.4772 N, -77.9801 W
3. 34.4350 N, -77.9539 W
4. 34.3974 N, -77.9130 W
5. 34.5162 N, -78.0237 W
6. 34.4989 N, -78.0254 W
7. 34.3851 N, -77.9258 W
8. 34.3876 N, -77.9254 W

BACKGROUND:

Describe the damage at this location as a consequence of the natural disaster event:

Due to out of bank flow and high winds, trees fell within the streams.

Describe the Watershed Impairment:

Reduced channel capacity.

How does the watershed impairment *currently* impair the watershed's hydrologic or ecological functions?

Stream channel capacity has been restricted due to fallen debris.

How does the watershed impairment *currently* create an imminent or immediate threat¹ to life, property², or health?

Restricted channel capacity could increase flooding of public roads or homes.

What is the evidence that there has not been an ongoing watershed problem at this site, and that the impairment suddenly arises as a result of the natural disaster event?

Trees that have fallen are recent and not considered old debris.

Summarize what will be protected from damage by the proposed work:

Private Property: Residential Homes

Business Property:

Public Property, including public buildings, infrastructure and utilities: Public Roads

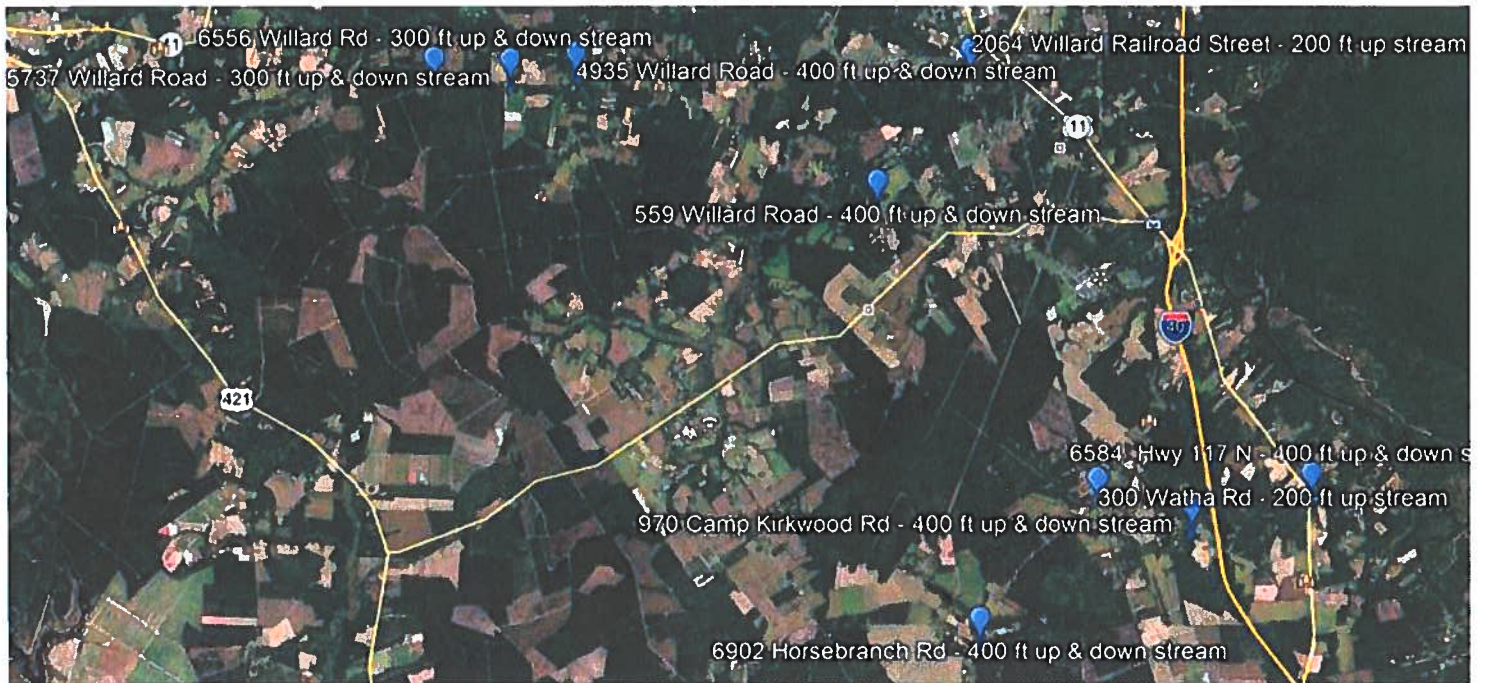
¹The potential for a threat to life, health, or property may be at the site, upstream of the site, or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.).

²Property is considered any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Standing timber, orchards, growing crops, other agronomic crops, etc. are not considered property under the EWP Program.

APPENDIX E

EWP Field Data Report: EVENT: Hurricane Florence

See site maps and photos for more details.



Engineering Cost Estimate for Repair Measures

Description of **Proposed** Recovery Measure (including mitigation measures)

Debris removal and bank stabilization.

Practices/Components	Estimated Qty.
Site 1 - Debris removal	400 ft. up & down stream
Site 2 - Debris removal	400 ft up & down
Site 3 - Debris removal	400 ft up & down
Site 4 - Debris removal	200 ft up
Site 5 - Debris removal	400 ft up & down
Site 6 - Debris removal	200 ft up
Site 7 - Debris removal	400 ft up & down
Site 8 - Debris removal	300 ft up & down
Site 9 - Debris removal	300 ft up & down

Total debris removal = 5600 ft

Description of Alternative Recovery Measure (including mitigation measures)

Perform no work.

Practices/Components	Estimated Qty.	Units
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EWP Field Data Report:
EVENT: Hurricane Florence

Report Date: February 25, 2019:

Local Sponsor Name: Pender County

Site ID: Willard sites 1-9

Investigator(s): Jason Turner, Joy Sherrod

Obtain and Transmit Digital Photos of the watershed impairment with this form. ☒ Y ☐ N

LOCATION:

County: Pender

Location/Address: 1 - 6902 Horsebranch Rd
2 - 970 Camp Kirkwood Rd
3 - 6584 Hwy 117 N
4 - 300 Watha Rd
5 - 559 Willard Rd
6 - 2064 Willard Railroad St
7 - 4935 Willard Rd.
8 - 5737 Willard Rd.
9 - 6556 Willard Rd

Drainage Name: Horseback,
Lewis, Sawyers,
Sills, Rockfish,
Bull Branch,
Doctors creeks.

Lat. & Long. Coordinates: 1 - 34.6199 N, -77.9874 W 2 - 34.6392 N, -77.9436 W
3 - 34.6445 N, -77.9185 W 4 - 34.6504 N, -77.9652 W
5 - 34.6943 N, -78.0082 W 6 - 34.7167 N, -77.9892 W
7 - 34.7162 N, -78.0707 W 8 - 34.7151 N, -78.0841 W
9 - 34.7152 N, -78.0999 W...

BACKGROUND:

Describe the damage at this location as a consequence of the natural disaster event:

Due to out of bank flow and high winds, bank erosion occurred and trees fell within the streams.

Describe the Watershed Impairment:

Excessive stream bank erosion and reduced channel capacity.

How does the watershed impairment *currently* impair the watershed's hydrologic or ecological functions?

Stream banks will continue to erode and channel capacity be reduced due to deposited debris and sediment.

How does the watershed impairment *currently* create an imminent or immediate threat¹ to life, property², or health?

Eroded channel banks will continue to erode and could compromise road shoulders. Restricted channel capacity could increase potential flooding of roads and homes.

What is the evidence that there has not been an ongoing watershed problem at this site, and that the impairment suddenly arises as a result of the natural disaster event?

Eroded channel banks have exposed soils surfaces and debris appears to be recently deposited.

Summarize what will be protected from damage by the proposed work:

Private Property: Residential Homes

Business Property:

Public Property, including public buildings, infrastructure and utilities: Public Roads

¹The potential for a threat to life, health, or property may be at the site, upstream of the site, or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.).

²Property is considered any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Standing timber, orchards, growing crops, other agronomic crops, etc. are not considered property under the EWP Program.