



Craven County Title IIIC Nutrition Program RFB

Craven County is accepting bid packages for Title IIIC Nutrition Program (Meals on Wheels and Congregate meals). This will be a two-year contract. Approximately 48,000 meals are estimated to be served in each fiscal year. Contract will cover July 1, 2023, through June 30, 2024. If there is a change in funding the number of meals to be served will be adjusted. Preference will be given to companies with a minimum of 3 years of Title IIIC Nutrition Program meal provision. All state contract forms will have to be entered into and agreed upon by the awarded recipient.

Bid package consists of:

Bid Proposal

Attachment 1: Customer Reference

Attachment 2: Craven County General Provisions

Attachment 3: Non-Collusion Affidavit

This is a formal bidding process, and all bid packages must be sealed and complete. Submit 3 hard copies and one electronic in the packet. Bids **must be marked as "Sealed Bid for the Nutrition Programs"** and received by February 1, 2023 at 4:00 pm. Bids can be mailed or hand delivered to:

Alissa Andrewsbrown, Director Craven County Senior Services
811 George St
PO Box 12039
New Bern, NC 28561
(252) 638-1790

Questions will be received by email until Tuesday, January 17, 2023 at 4:00pm and answers provided via an addendum. Send all questions to Craig Wilkie, cwilkie@cravencountync.gov. The bids will be opened at the Craven County Senior Center, 811 George St, New Bern, on February 1, 2023 at 4:00pm. The County reserves the right to reject any or all proposals. If you have any questions please contact Alissa Andrewsbrown at (252) 638-1790.

Jan. 2, 2023 - Solicitation Posted

Jan. 17, 2023, 4:00pm – Questions due by email to cwilkie@cravencountync.gov

Feb. 1, 2023, 4:00pm – Solicitation due at 811 George St, New Bern, NC.

**Craven County Nutrition Programs
Bid Proposal**

1. Total Cost of Meal (Basis for Award): _____
(only one total cost is allowed per bidder)

Breakdown of total cost per meal

- Raw food cost: _____
- Labor: _____
- Transportation: (delivery): _____
- Disposable: _____

Overhead

- Administration: _____
- Profit: _____

Subtotal: _____

Less USDA (if applicable) _____

Subtotal: _____

Tax (6.75%): _____

Total Cost of Meal: _____

2. Describe the method of delivery to the sites (type of vehicles, drivers of vehicles, ownership of vehicles, etc.). Open-topped vehicles are not acceptable. Use a separate page if necessary. _____

3. Attach approved menus, which meet NCDOA (North Carolina Division of Aging) nutrition standards – they are the responsibility of the caterer.

4. Provide location address for proposed meal preparation. _____

5. Provide consent to visit location if deemed necessary. Yes – consent to visit No consent

6. Include information regarding the packing system and or plan to be used in packaging of hot and frozen home delivered meals.

7. List estimated delivery times to sites and ability to accommodate delivery time changes. Meals on Wheels at the New Bern site are needed by 9:15 a.m. _____

8. Describe all exceptions to the bid specifications. Use a separate page if necessary

9. Complete attachment 1 entitled: Customer References. List all agencies/businesses that you have served as Nutrition Program Caterers in the last 10 years.

10. Copy of all insurance coverage

11. Copies of last 3 sanitation inspections reports.

The undersigned bidder declares that he/she has examined the sample contract, Nutrition Standards, and any other information included in bid proposal package.

The undersigned bidder, _____, fully understands the general terms and conditions and agrees that if his/her bid is accepted, all services as required under these specifications, will be billed at the price set forth above. Also note that by signing the Bid Proposal you are granting permission for Craven County to contact any agencies that your company has served as the Nutrition Programs caterer for. Also, any additional references you may have listed.

The undersigned bidder declares that he/she understands that this is a formal bidding process and all bids must be sealed and complete. Bids must be received marked as a "Sealed Bid for the Nutrition Programs" by February 1, at 4:00 PM at the following address:

Alissa Andrews Brown, Director Craven County Senior Center
811 George Street
P.O. Box 12039
New Bern, NC 28561
(252)638-1790

As _____ (title) of the organization named above, I submit the above listed bid.

Type written or printed name

Date

Signature

Attachment 1 Customer References

Please provide, references for at least 10 years in which your company has provided Title III C Nutrition Program Meals (Meals on Wheels and Congregate Meals) to a Senior Center **within North Carolina**. Please use references of comparable projects and government entities.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Dates of Contract: _____

General Provisions
Attachment (A)

I-1.	Definitions	I-18.	Inspection and Acceptance
I-2.	E-Verify	I-19.	Availability of Funds
I-3.	Conflicts of Interests	I-20.	Invoicing and Payment
I-4.	Officials not to Benefit	I-21.	Withholding
I-5.	Oral Representations	I-22.	Contractor Liability
I-6.	Non Appropriation	I-23.	Termination
I-7.	Representations	I-24.	Requests for Monetary or other Relief
I-8.	Advertisements	I-25.	Notification of Debarment or Suspension Status
I-9.	Subcontracting	I-26.	Equal Employment Opportunity
I-10.	Assignment	I-27.	Drug-Free Work Place
I-11.	Iran Divestment Act	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-12.	Permits and Licenses	I-29.	Standards
I-13.	Non-Waiver or Defaults	I-30.	Force Majeure
I-14.	Indemnity	I-31.	Israeli Boycott Clause
I-15.	Insurance	I-32.	Federal Funds
I-16.	Warranty	I-33.	Produced in the US
I-17.	Item Substitution & Variation	I-34.	National Security

I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:

- A. "Craven County" refers to the Craven 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 Craven County or said Finance Director's successor or successors. (Note: Other Craven 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 in 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 Craven 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. **Conflicts of Interests:** 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 Craven County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Craven County may terminate this and all other Craven 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. Craven County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Craven 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 Craven 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 Craven County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Craven 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 employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Craven 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 Craven 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 Craven 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 Craven 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. Craven 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 non-owned 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 Craven County of the items and is in addition to other warranties of additional scope given by the Contractor to Craven 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 Craven 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 Craven 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 Craven 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 Craven 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 Craven 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 Craven 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.
- F. For the purpose of accounting or auditing inspections, the County's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Contractor/Engineer/Architect pursuant to this Agreement.

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, Craven 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 Craven County paying office. Improper invoices may be returned without payment to the Contractor.
2. The next payment date for Craven 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 Craven County.
4. Any questions or inquiries concerning invoice payments should be directed to the Craven County Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** Craven County may withhold payment for amounts due or creditable to Craven 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 Craven 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. Craven County by written notice may terminate this contract in whole or in part when it is in the best interest of the Craven County. To the extent that this contract is for services and is so terminated, Craven 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. Craven 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 Craven 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 Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place 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 drug-free work place: Publicizing a drug-free work place 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 Craven 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. **Israeli Boycott Clause:** Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.
- I-32. **Federal Funds:** The provisions of Attachment (D) are hereby incorporated by reference into this contract if (a) the funding for this contract originated with the United States of America, or any department, agency or program thereof [i.e., "federal funds"] or (b) if this contract is executed pursuant to or by virtue of any program of the United States of America or any department or agency thereof.

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200-236 and 2 C.F.R. Part 200, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

- A. **Equal Employment Opportunity (41 C.F.R. Part 60)**: If this contract meets the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), the Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), which is hereby incorporated herein verbatim by reference, and this contract is thereby subject to such clause as may from time to time by amended.
- B. **Davis-Bacon Act (40 U.S.C. 3141-3148)**: If this contract is a “prime construction contract in excess of \$2,000,” the contractor shall generally comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and shall specifically: (i) meet the requirements of 29 C.F.R. pt. 5 as may be applicable; (ii) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and (iii) pay wages not less than once a week.
- C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**: If the Davis-Bacon Act applies to this contract, then
- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract;
 - ii. The contractor or subcontractor shall insert in any subcontracts the requirements in “i” above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses; and
 - iii. breach of the contract clauses above shall be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**: If this contract involves in excess of \$100,000 and the employment of mechanics or laborers, contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and the provisions of 29 C.F.R. § 5.5(b) are incorporated herein by reference.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**: If this contract involves in excess of \$150,000, the contractor shall comply with the Clean Air Act, 42 U.S.C. §§ 7401-7671q., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387. Any violations thereof shall be immediately reported to Craven County.
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**: 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’s 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). Additionally, 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. Additionally, the execution of this contract or the acceptance of benefits hereunder constitutes a certification by the contractor that the foregoing provisions have been complied with and is a material representation of fact relied upon by Craven 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 Craven County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Finally, the contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract and shall include a provision requiring such compliance in its lower tier covered transactions.

- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: If this contract involves in excess of \$150,000, the contractor shall comply with 31 U.S.C. § 1352 and must sign and submit to Craven County the certification found at APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.
- H. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322
- I. **Access to Records**: The Contractor agrees (i) to provide Craven County, 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; (ii) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract; and (iv) that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in compliance with the Disaster Recovery Act of 2018. Additionally, the contractor shall comply with the records retention requirement of 2 CFR § 200.324.
- J. **Logos, etc.**: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. **Federal Government Obligations**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities of Craven County, contractor, or any other party pertaining to any matter resulting from this contract.
- L. **Program Fraud**: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions under this contract.
- I-33. **Produced in the US**: As appropriate and to the extent consistent with law, the [non-Federal entity][vendor] should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured Products
- I-34. **National Security**: No portion of the funding under this contract may be used to obtain communications equipment or services from a company that poses a national security risk to US communications networks, as identified by the Federal Communications Commission from time to time.

NON-COLLUSION AFFIDAVIT

State of North Carolina

_____, being first duly sworn, deposes and says that:

- 1. He/She is the _____ (title) of _____(firm's name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response;
- 4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Craven or any person interested in the proposed contract; and

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____