



**BID PROPOSAL
(GENERAL CONSTRUCTION)
City of Wilson Project # PK0116**

Bid # 2023-71

**Reid Street Community Center
Park Improvements
Phase 1 – Pool Deck Replacement
901 N. Reid Street
For
CITY OF WILSON, NORTH CAROLINA**

OPENING DATE: APRIL 16, 2024 @ 2:00 PM

DOCUMENTS PREPARED BY:



BARTLETT
ENGINEERING & SURVEYING, PC

1906 NASH STREET N
WILSON, NORTH CAROLINA, 27893

CITY of WILSON



NORTH CAROLINA

PURCHASE ORDER CONTRACT PROPOSAL

Project Location: Reid Street Community Center – 901 Reid Street, Wilson, NC

Type of Work: Pool deck removal/replacement, concrete stairs, landing & ADA ramp/railing, trench drain installation & fencing.

RETURN BIDS TO: Bartlett Engineering & Surveying, PC
1906 Nash Street North
Wilson, NC 27893
ATTN: ROBERT BARTLETT

OPENING DATE: APRIL 16, 2024 @ 2:00 PM

NAME OF BIDDER N.C. CONTRACTOR’S LICENSE NUMBER

ADDRESS OF BIDDER PHONE # EMAIL

Please note that this Bid Proposal in no way implies a commitment of funds or to a purchase.

All qualified Proposals will be evaluated, and an award will be made to the firm(s) whose Proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

“This project is being funded by federal grant funds (FY-2022 Economic Development Initiative Community Project Funding – HUD). This is authorized by the consolidated appropriations act of 2022.”

SCOPE OF CONTRACT

The scope of the project is to remove & replace the existing pool deck, stairs & landing and install trench drain & fencing.

DEMOLITION:

Work will require demolition of existing concrete deck, $\pm 3'$ from pool edge. This demolition includes the existing concrete walls, porch & stairs, portions of concrete walk and existing fencing as depicted on the Bid Plan Set. Contractor shall provide means, method, materials, and equipment to contain all dust and debris during construction. The contractor shall clean the work area when completed.

CONSTRUCTION:

Concrete deck replacement, trench drain, inlets & outlets, concrete stairs, landing & ADA Ramp & fencing, in accordance with the Bid Plan Set Titled "Reid Street Community Center Park Improvements, Phase 1 – Pool Deck Replacement", prepared by Bartlett Engineering & Surveying, dated March 27, 2024.

PREBID MEETING

An on-site pre-bid meeting will be held at 901 N. Reid Street on April 9, 2024, at 10:00 AM. Interested bidders are encouraged to intend to familiarize themselves with the conditions and scope of the project. While attendance is not mandatory, consideration for contract award may take into account pre-bid meeting attendance.

COMPLETION OF BID PACKAGE

Only bid packages that are submitted using the Purchase Order Contract Proposal with the bid form provided by the City of Wilson still attached will be considered for this project. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is on or before April 22, 2024.

The substantial completion date for this contract is May 24, 2024.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

Liquidated damages for this contract are **Fifteen Hundred Dollars (\$1,500.00)** per calendar day.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site at all times work is in progress. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TERMS AND CONDITIONS

- a. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
- b. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alterations. The City of Wilson reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- c. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds set forth in this agreement. This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
- d. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
- e. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

- f. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- g. **INSPECTION AT CONTRACTOR'S SITE:** The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- h. **PAYMENT TERMS:** Payment applications may be submitted by the Contractor on a monthly basis and will be based upon progress estimates as determined by the City Representative. No payment application will be made when the total value of work performed since the last application, excluding mobilization, amounts to less than \$5,000.00. Payment applications will be approximate only and will be subject to correction in the final estimate and payment.

Work indicated on the bid sheet has been determined by visual observation. Exact quantities shall be verified in the field. Payment will only be approved based on work completed.

An amount equal to five percent (5%) of the total amount due on an invoice will be deducted and retained until the City Representative has determined that the Contractor has satisfactorily completed the contract work.

- i. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- j. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- k. **PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
- l. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.

- m. ACCESS TO PERSONS AND RECORDS: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
- n. ASSIGNMENT: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the City of Wilson may:
 - i. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - ii. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate the City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

o. INSURANCE:

COVERAGE- During the term of the contract, the contractor 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 shall provide and maintain the following coverage and limits:

- i. Worker's Compensation- The contractor 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 \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any for any of his employees engaged in any work under the contract.
- ii. 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 the liability.)
- iii. 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 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with terms of such insurance policies, and all requirements of the insurer under any such insurance

policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

- p. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, and Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated.
- q. **QUANTITIES (TERM CONTRACT ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- r. **PRICE ADJUSTMENTS (TERM CONTRACT ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - i. **Notification:** Must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - ii. **Decreases:** The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
 - iii. **Increases:** All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson reserving the right to reject the increase or cancel the contract. Such action by the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - iv. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
- s. **TWELVE MONTH GUARANTEE:**
 - i. The contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective

materials and workmanship without cost to the City. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the City, and/or for use in excess of the design.

- ii. Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The city's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The City would be afforded the same warranty as provided by the Manufacturer.
- iii. The 5% retainage may be held up to, but not in excess of, this twelve-month period.

INSTRUCTIONS TO BIDDER

- a. Bids must be valid for a minimum of ninety (90) days from date of submitting bid.
- b. All equipment, materials or apparatus furnished under these specifications shall be new (unless otherwise specified) and free from all defects and shall operate and function properly after delivery to the City. Each bidder shall submit with his/her proposal the manufacturer's specifications, illustrations and descriptive literature on the equipment, materials or apparatus not yet in production or out of production for more than thirty (30) days.
- c. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked "primary bid" and "alternate bid"
- d. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
- e. References to brand or trade names are normally included to more accurately describe the requirements of the City of Wilson when it is impossible or impractical to specify the required performance and design characteristics for such materials. They are used only to set forth and convey to bidders the general style, type, character, and quality of product desired. Alternate materials, items, or equipment of equal or equivalent design shall be submitted to the City Engineer or other responsible party for approval or disapproval prior to the opening of the bids.
- f. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.
- g. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the City of Wilson will continue to be on file in the office of the Purchasing Manager at the Operation Center, 1800 Herring Ave., Wilson, North Carolina and are available for inspection during regular working hours.

h. Bond Requirements:

I. Bid Bond: **(WAIVED FOR BIDS BELOW \$500,000)**

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT. (Please note carefully)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of not less than five percent (5%) of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the City of Wilson if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

II. Performance Bond:

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the City. The bond shall be executed by a surety company authorized to do business in North Carolina. In lieu of the bond, cash, government securities or a certified check in the full amount of the contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The City will not pay an additional amount at a later date for the bond.

The City Council may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless otherwise indicated in the instructions to bidders.

i. Award of Bid:

1. Bids shall be awarded to the lowest responsible bidder, taking into consideration adherence to specifications, quality, performance, the time

of delivery, technical support, past performance and other relevant factors.

2. All bids of \$90,000 or more for equipment and supplies and \$500,000 or more for construction/repairs require City Council approval. The Council normally meets officially at 7:00 P.M., on the third Thursday of the month. Bidders may attend any of the sessions.
3. The City of Wilson reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the City reserves the right to make the award in the best interest of the City of Wilson.
4. It is City policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which are normally conducted in the Purchasing Manager's office, Operation Center, 1800 Herring Ave., Wilson, North Carolina. Bid tabulations will be available after all technical reviews have been completed.

j. Taxes:

Do not include sales or federal excise tax in figures. The City pays all applicable sales tax, however, and should be invoiced accordingly. The City is exempt from Federal Excise tax and will issue a Federal Exemption certificate upon request

k. Escalation Clauses:

Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided.

l. Prices:

All prices must be quoted F.O.B. City of Wilson Warehouse 1800 Herring Ave., Wilson, North Carolina.

m. Payment:

Provision for the payment of the monies to fall due under this agreement has been made by appropriations duly made or required by the Local Government Finance Act.

Payment will be made according to vendor's terms stated on invoices following receipt of goods.

n. Altering Contracts:

No such contract shall be altered except by written agreement (change order) of the contractor, the sureties on his bond and the City Council body of the City of Wilson.

o. Non-Discrimination Clause:

It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract.

Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns, of the parties hereto with reference to the subject matter of this contract.

The City of Wilson is in compliance with Title VII of the Civil Rights Act of 1964 as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.

- p. N.C. General Statute 143-129 governs purchasing in the state. Bids are awarded according to its provisions.
- q. The General Statutes of the State of North Carolina, the Charter of the City of Wilson, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
- r. All bids, except those for supplies or materials, shall be accompanied by a certificate showing possession by bidder of Workman's Compensation for their employees.

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the City's Representative and the Contractor will establish a mutually agreeable date on which a preconstruction conference will be held. The Contractor's superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in responsible charge of major items of work shall attend the preconstruction conference.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the City Representative 48 hours in advance of beginning work on this project. The Contractor shall give the City Representative sufficient notice of all operations for any inspection or testing that may be required.

SAFETY EQUIPMENT

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must adhere to all OSHA safety regulations, including wearing an OSHA approved reflective vest or outer garment at all times while on the project.

MISCELLANEOUS

All work shall be completed in accordance with the latest edition of the North Carolina State Building Code and local standards & specifications.

Any work performed in an unsatisfactory manner could be basis for nonpayment.

Any damage caused by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the City's Representative at no cost to the City of Wilson.

In addition, the workmanship/appearance shall be completed to the satisfaction of the City's Representative.

BID PROPOSAL FORM

Contractor agrees to provide labor and materials in accordance with this bid proposal document, any addendums, and applicable building codes for the LUMP SUM FEE of:

\$ _____
(written numerically)

\$ _____
(written out in words)

ONLY BIDS SUBMITTED ON THIS FORM WILL BE CONSIDERED BY THE CITY OF WILSON.

CONTRACTOR: _____

LICENSE #: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

Acknowledge Addendum #'s: _____

OPENING DATE: APRIL 16, 2024 @ 2:00 PM

All qualified Proposals will be evaluated, and an award will be made to the firm (s) whose Proposal is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any or all offers if determined in its best interest.

Please note that this Bid Proposal in no way implies a commitment of funds or to a purchase.

AGREEMENT BETWEEN CONTRACTOR AND OWNER

The foregoing contract documents, and this Agreement represents the entire “Agreement Between Contractor and Owner”.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three copies. One counterpart each has been delivered to Owner, Contractor, and Consulting Engineer.

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

OWNER: *City of Wilson, NC* _____

CONTRACTOR: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT

1. I am over the age of 18 years old and of sound and competent mind.
2. I am a knowledgeable representative of _____, hereinafter the
“Company.”
3. If the Company has less than 25 eligible employees, it is not required to participate in the
E-Verify process.
4. If the Company has more than 25 eligible employees, the Company is required to
participate in the E-Verify process as written in Article 2 of Chapter 64 of the North
Carolina General Statutes.
5. If the Company has more than 25 eligible employees, the Company has retained all
verification records as required in Article 2 of Chapter 64 of the North Carolina General
Statutes.
6. The Company will make those records are available for review if requested by the City of
_____ in response to any awarded contract.
7. If the Company has more than 25 eligible employees, the Company has complied with all
applicable requirements of Article 2 of Chapter 64 of the North Carolina General
Statutes.
8. I have personal knowledge of all facts attested herein.
9. Affiant further saith not.

This the ____ day of _____, 20__

COMPANY: _____

Signature

Name, Title

NORTH CAROLINA
COUNTY OF _____

The person whose name appearing above appeared before me on the date listed above and displayed sufficient proof of identification and signed above affirming the statements contained herein.

Notary Signature

[Stamp]

Notary Printed Name

My Commission Expires: _____

FEDERAL U.G. CONTRACT PROVISIONS *(signature needed below)*

1. **REMEDIES.** The City shall have the right to declare default of the contract for breach by the Contractor of any material term or condition of the contract as determined by the City. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work; refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors.
2. **TERMINATION FOR CAUSE AND CONVENIENCE.** The City may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the City be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will pay Contractor at the rate set out in Section 2.1 for all services performed as of the date of termination.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the

contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity

clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **DAVIS-BACON ACT.** Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Contractors are required to 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.
 - c. Additionally, contractors are required to pay wages not less than once a week.

5. **COPELAND ANTI-KICKBACK ACT.** Compliance with the Copeland "Anti -Kick back" Act
 - a. Contractor. 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.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause 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.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City of Wilson shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

- a. Applicability. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or

research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- d. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- e. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **DEBARMENT AND SUSPENSION.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor'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).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Wilson. 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 City of Wilson, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder

or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BYRD ANTI-LOBBYING AMENDMENT.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. 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 who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. 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.
- b. 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

11. **PROCUREMENT OF RECOVERED MATERIALS.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **DOMESTIC PREFERENCES FOR PROCUREMENT**

The contractor shall 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).

13. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The products and services supplied and or provided meet the conditions of 2 CFR part 200.216, which prohibits use of certain telecommunications and video surveillances services or equipment.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date