



**GREATER SHEKINAH GLORY**  
*Full Gospel Ministry, Inc.*

**Greater Shekinah Glory Full Gospel Ministry, Inc.**

818 New Bridge Street  
Jacksonville, NC 28540  
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Email: [cnfulcher@gmail.com](mailto:cnfulcher@gmail.com)

**REQUEST FOR PROPOSALS (RFP)**

Greater Shekinah Glory Full Gospel Ministry, Inc. (“Greater Shekinah”) is seeking proposals from qualified firms to assist with remediation, repair and restoration of its facilities damaged by Hurricane Florence.

Greater Shekinah will select the qualified firm(s) that is best suited to support and represent Greater Shekinah in accordance with the criterion outlined below.

Please submit your Proposals to Greater Shekinah **via email no later than July 12<sup>th</sup>, 2019, at 5:00 p.m. Eastern Standard Time (CST)**, to Carmella George at [cnfulcher@gmail.com](mailto:cnfulcher@gmail.com)

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## 1. INTRODUCTION AND INFORMATION

### 1.1 General

It is the intent of Greater Shekinah to contract with a contractor/vendor, hereafter referred to as the "Contractor", to furnish all materials, equipment and labor for its church remediation, repair and restoration project (hereinafter the "Project"). All contractors are responsible for any addendums issued for this project.

### 1.2 Project Timeline

Event	Date
RFP Posted	June 10 <sup>th</sup> , 2019
Scheduling Deadline for Pre-Proposal Meeting	June 17 <sup>th</sup> , 2019
Pre-proposal meeting and facility visits	June 20 <sup>th</sup> and 21 <sup>st</sup> , 2019
Deadline for Vendor questions	June 26 <sup>th</sup> , 2019
Greater Shekinah response to questions (tentative)	June 28 <sup>th</sup> , 2019
RFP Proposals Due	July 12 <sup>th</sup> , 2019
Greater Shekinah selection of Contractor (tentative)	July 15 <sup>th</sup> , 2019
Complete Contract Signing (tentative)	July 17 <sup>th</sup> , 2019
Contractor begins work (tentative)	To Be Determined

### 1.3 Pre-Proposal and Site Inspection Meeting

At present, no drawings, plans, or specifications for repair exist. As a result, interested bidders will be required to attend a pre-bid inspection and walk through where they will tour the facilities, inspect the damage, and gather the information needed to prepare sufficient documentation to allow them to offer firm, fixed prices for the desired scope of work. To accommodate as many schedules as possible, bidders will be allowed to email a preferred meeting time to Greater Shekinah's primary POC, Carmella George, within the date range identified in the project timeline. All prospective bidders will be required to sign a release and damage waiver prior to entering the facility. Meetings must be scheduled by June 17<sup>th</sup>, 2019; requests for a later date may be considered but are not guaranteed and will not justify an extension of the overall RFP timeline. This meeting is **mandatory** for submission of a qualifying proposal.

### 1.4 Selection Criteria

Greater Shekinah will read, review and evaluate the proposals based on the evaluation criteria below. Greater Shekinah will use this scoring criteria to grade each proposal, individually, and to provide an objective list of top respondents. The highest scoring respondent shall be selected in accordance with this scoring criteria. Should circumstances preclude contracting with the top respondent, Greater Shekinah reserves the right to select and contract with the next highest respondent.

Scoring Criteria	Weighted %
Price	50
Past Projects and Experience	40
Minority and Women's Business Enterprise participation	10

### 1.5 **Proposal Questions**

All questions related to this RFP must be in writing and received by Carmella George, no later than June 26<sup>th</sup>, 2019 at 5 p.m. Eastern Standard Time. Questions may be mailed to [cnfulcher@gmail.com](mailto:cnfulcher@gmail.com). Phone calls and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and sent to all parties that participated in the pre-proposal meeting and facility visit. Estimated date of response to all questions will be June 28<sup>th</sup>, 2019.

### 1.6 **Project Changes**

Greater Shekinah reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by Greater Shekinah and the Contractor.

### 1.7 **Project Management**

Contractor shall provide a Project Manager who will act as a single point of contact for Greater Shekinah.

### 1.8 **Guarantees and Warranties**

Guarantees and warranties on workmanship and materials shall be stated in your proposal.

### 1.9 **Proposal and Performance/Payment Bonds**

See Appendix B for a list of requisite guarantees and bond submittals for the Project.

### 1.10 **State of North Carolina Requirements**

This contract shall be subject to the laws of the State of North Carolina.

### 1.11 **Contractor Verification Prior to Award**

Contractor's financial solvency may be verified through financial background checks prior to contract award. Greater Shekinah reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of Greater Shekinah.

### 1.12 **Insurance Requirements**

Contractor shall be responsible for complying with the insurance requirements listed in Appendix E.

### 1.13 **Additional Contract Clauses**

Contractor shall be responsible for adhering to the additional clauses outline in Appendix F.

### 1.14 **Other**

1.14.1 All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.

1.14.2 Site protection/cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of

sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this project.

- 1.14.3 Rejection of proposals: Greater Shekinah reserves the right to accept or reject any or all proposals and to waive any informality in proposals.
- 1.14.4 Contractor should be prepared to document its costs and invoicing in digital form to identify and separate items in accordance with grant compliance practices.
- 1.14.5 The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by Greater Shekinah.

## 2. STATEMENT OF WORK AND REQUIRED SUBMITTALS

### 2.1 Scope of Work

See Appendix A for the Project's scope of work.

### 2.2 Submittal Requirements

2.2.1 General Submittal: Applicants shall submit one electronic copy of their proposal to Carmella George at [cfulcher@gmail.com](mailto:cfulcher@gmail.com) by the deadline stated above.

#### 2.2.2 Required Documentation

**i. *Main Proposal:***

- Letter of Interest: Provide a letter of interest from a duly authorized representative confirming the Applicant's active business status and authority to conduct work in the State of North Carolina. Provide acknowledgement that Applicant is not suspended or debarred to serve as a contractor under a federal award.
- Applicant Qualification and Experience: Provide a brief history of the company's formation. Provide project specific experience completed by the Applicant similar to the scope of work described in Appendix A. Applicant should include a minimum of 3 projects.
- Key Personnel: Provide a brief explanation of Applicant's key personnel and make up of team that will be responsible for this Project.
- Federal Grant Program Experience: Provide brief history of the Applicant's experience working on projects in accordance with disaster recovery funding requirements.

- Small Business, Minority-Owned and/o Women Business Enterprise Participation: Provide certification as a minority, woman-owned, or other government certified small business. If inapplicable, provide a brief explanation of how Applicant intends on soliciting small business, minority-owned, and/or woman business enterprise participation to help meet the needs of this scope of work. Provide an estimated percentage of work to be completed by small business, minority-owned and/or women business enterprises.

ii. ***Additional Documents:***

- Attachment A (Scope of Work & Pricing Schedule) – Provide a pricing quote for all items listed in Appendix A of this RFP.

- Attachment B (Bonding Requirements) – Submit a bid guarantee in accordance with the terms outlined in Appendix B of this RFP.

- Attachment C (Certification Regarding Lobbying) – Submit a signed copy of Appendix C of this RFP.

- Attachment D (Addendum Receipts) – Submit a signed copy of Appendix D if any addendums are issued to this RFP.

- Attachment E (Licenses and Certifications) – Provide required licenses and certifications necessary to complete the scope of work.

## ATTACHMENT A – Scope of Work and Pricing Sheet

### Statement of Work

Greater Shekinah owns a house of worship located within a multi-unit commercial plaza in Jacksonville, North Carolina. Heavy rains and winds during Hurricane Florence in 2018 resulted in significant damage to, and ultimately the failure of, the roof system. Failure of the roof system allowed rainfall to enter the building, damaging the contents and interior finishing's of the facility. The facility remains in essentially the same condition as existed immediately following Hurricane Florence.

The scope of work for this RFP is being divided into two tasks to allow for sufficient review and selection of contractors.

#### ❖ Task 1 – Repair of the Roof System

Greater Shekinah is requesting that prospective bidders visit the facility, inspect the damage, and provide drawings and a firm fixed cost to restore the roof to its pre-disaster condition and function, inclusive of any additional upgrades to the roof system required by applicable state or local building codes or standards. Greater Shekinah is also seeking an alternate bid to design, construct, and install an upgraded roofing system that would provide greater protection from high winds and rain intrusion. Quoted prices should include all design, permitting, and related soft costs.

#### ❖ Task 2 – Remediation of Facility Interior

Greater Shekinah is also seeking to have a qualified firm perform water damage remediation and stabilization activities for its facility. This is anticipated to require the removal of flood-damaged building materials, finishings, insulation, and other materials from the site, testing for mold or hazard conditions, and the accurate tracking and compliant disposal of all materials require removal from the facility. The selected contractor will then prepare the interior of the facility to be re-finished through a separate process. The selected contractor will be responsible for retaining a qualified Industrial Hygienist firm to guide the remediation process, passing those costs on to Greater Shekinah.

### Task 1 – Repair and Restoration of Roof System

Greater Shekinah is requesting that prospective bidders visit the facility, inspect the damage, and provide drawings and a firm fixed cost to restore the roof to its pre-disaster condition and function, inclusive of any additional upgrades to the roof system required by applicable state or local building codes or standards. Greater Shekinah is also seeking an alternate bid to design, construct, and install an upgraded roofing system that would provide greater protection from high winds and rain intrusion. Quoted prices should include all design, permitting, and related soft costs.

Item	Unit	Price
[Required] Repair and restoration of new roof to pre-existing condition	Fixed	
[Optional] Alternate Bid#1 – Upgraded Roofing System	Fixed	

**Task 2 – Interior Remediation and Stabilization**

Task 2 calls for having a qualified firm perform water damage remediation and stabilization activities for its facility. This is anticipated to require commercial cleaning/decontamination of salvageable items, such as heating, ventilation, and air conditioning (HVAC) units and ductwork, as well as removal of all contaminated building materials, fixtures and systems; interior and exterior. The selected contractor will then prepare the interior of the facility to be re-finished through a separate process. The selected contractor will be responsible for retaining a qualified Industrial Hygienist firm to guide the remediation process, passing those costs on to Greater Shekinah. The quoted price should include all activities discussed above and otherwise believed to be required to complete the work.

Item	Unit	Price
Remediation and stabilization of the facility	Fixed	

## APPENDIX B – Bonding Requirements

The Contractor shall be responsible for submitting a bid guarantee with their proposal. If selected, the Contractor shall be responsible for submitting a performance and payment bond prior to contracting with Greater Shekinah.

- a. A **bid guarantee** from each bidder equivalent to five percent of the bid price.

The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b. A **performance bond** on the part of the contractor for 100 percent of the contract price.

A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c. A **payment bond** on the part of the contractor for 100 percent of the contract price.

A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## APPENDIX C - Certification Regarding Lobbying

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 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 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

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

\_\_\_\_\_  
Date

APPENDIX D

(If Addendums exist for this project, please sign and date and send with your Proposal. Do not submit this form if there are no addendums issued.)

The undersigned acknowledges receipt of the following addendum:

Addendum #1 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E – Insurance Requirements

(Potential contractors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

The Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by Greater Shekinah. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

### (1) Worker's Compensation Insurance and Employers Liability.

1.1.1 State Statutory workers' compensation Limits

1.1.2 Employer Liability: \$100,000 each accident.

### (2) Comprehensive General Liability.

2.1.3 Personal Injury and Advertising Liability

2.1.4 Independent Contractors/Protective Limits of Insurance: \$1,000,000 per occurrence  
\$1,000,000 aggregate

### (3) Excess/Umbrella Liability.

2.1.5 Limit of Insurance: \$1,000,000 per occurrence

### **Additional Insured**

The Contractor agrees that all liability coverage policies other than professional liability shall name Greater Shekinah as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to Greater Shekinah.

### **Adjustments to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by Greater Shekinah or its representatives. In the event that Greater Shekinah determines that the limits need to be adjusted at some time after the initial term of the contract, Greater Shekinah shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

### **Subcontractor**

Subcontractors of the Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

**Waiver of Subrogation**

Contractor shall waive all subrogation rights against Greater Shekinah on all policies required under this requirement.

**Cancellation Notice**

Greater Shekinah will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

**Proof of Insurance**

A valid Certificate of Insurance shall be issued to " Greater Shekinah Glory Gospel Ministries" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

## APPENDIX F – Additional Contract Clauses

(Potential contractors are required to sign the acknowledgment at the bottom of this attachment and submit with their proposal.)

The CONTRACTOR and any sub-contractors acquired to provide services arising out of this RFP agree to abide by the following clauses and requirements:

1. **Disadvantaged Business Enterprises (DBE) and Labor Surplus Firms.** The following affirmative steps should be taken to ensure small businesses, minority and women's owned businesses (DBEs), and labor surplus area firms (LSA) are used when possible:
  - a. Place DBEs/LSAs on solicitation lists and solicit to them when they are a potential source.
  - b. Use the services of organizations such as the Small Business Administration and the Minority Business Development Agency.
  - c. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules.
  - d. Require subcontractors to follow these affirmative steps.
  
2. **Suspension and Debarment.**
  - 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, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor 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 will 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. CONTRACTOR's certification is a material representation of fact relied upon by the City. 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, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. 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 this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
  
3. **Access to Records.** The following access to records requirements apply to this contract:
  - a. The CONTRACTOR agrees to provide Greater Shekinah, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. **DHS Seals, Logos, and Flags.** 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.
5. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
6. **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.
7. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
  - 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:
    - i. competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. meeting contract performance requirements; or
    - iii. at a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- c. 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 CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. 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.
- f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 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 that 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.

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

- a. The CONTRACTOR certifies to Greater Shekinah 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. The required Certification must be provided as an addendum to any Agreement arising from this procurement.
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures will be forwarded from tier-to-tier up to Greater Shekinah.

**11. Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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 (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City of Lumberton (hereinafter the "City") 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) of this section.
- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and 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 (a) through (d) of this section.

**12. Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

- a. Clean Air Act.
  - i. 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.
  - ii. The CONTRACTOR agrees to report each violation to Greater Shekinah and understands and agrees that Greater Shekinah will, in turn, report each

- violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. 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.
- b. Federal Water Pollution Control Act
- i. 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.
  - ii. The CONTRACTOR agrees to report each violation to Greater Shekinah and understands and agrees that Greater Shekinah will, in turn, report each violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - iii. 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.
- 

The undersigned acknowledges that he/she has read the above-referenced contract clauses and agrees, on behalf of the Contractor, to comply with these obligations if awarded the contract. The undersigned also affirms it has contracting authority to bind the Contractor to these terms.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_