



Henderson County Government
Request for Proposals for Child Care Subsidy
Administration Services

Date of Issue: May 3, 2023

Proposal Due Date: May 16, 2023, at 3:00 PM EST

Direct all inquiries concerning this RFP to:

Doug Guffey

Purchasing Agency

Phone: 828-694-5023

Email: hcpurchasing@hendersoncountync.gov

BID PROPOSAL FORM

Pursuant to the General Statutes of North Carolina and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit, as amended, **sealed bids**, subject to the conditions and specifications herein, are invited for assuming full responsibility for the NC Subsidized Child Care Program. Bids will be received by the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792, until Tuesday, May 16, 2023, at 3:00PM EST.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that they will furnish the staffing, equipment, and services as mandated in the NC Subsidized Child Care Manual in the manner as written:

DESCRIPTION	EXTENDED PRICE
Child Care Subsidy Administration Services	

GRAND TOTAL FOR ALL GOODS AND SERVICES. INCLUSIVE OF SHIPPING TO HENDERSON COUNTY, NORTH CAROLINA AND INSTALLATION	
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PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 120 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW:

Printed Name of Firm Representative: _____
Signature of Firm Representative: _____
Title: _____
Name of Firm Submitting Proposal: _____
Firm Address: _____
Telephone Number: _____
Email Address: _____

Section 1: Purpose

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply Henderson County for the administration of the Subsidized Child Care Program for implementation, maintenance, fund allocation, and eligibility determination that follow all NC DHHS Child Development Early Education Policies and Procedures. All bids and contracts are governed by Henderson County policy and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit.

Section 2: Process and Schedule

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. Should changes be required, proper notice will be provided to potential bidders. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	5:00PM	05/03/2023
Deadline for Questions	5:00PM	05/08/2023
County Responses	5:00PM	05/10/2023
Bids Due	3:00PM	05/16/2023

Section 3: Bid Contact

Any and all questions, concerns and requests for additional information shall be directed to the Henderson County Finance Department to the attention of the Purchasing Agent:
hcpurchasing@hendersoncountync.gov

Note: Bids shall be submitted sealed as provided herein. Bids cannot be submitted via email.

Section 4: Bidder Questions

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

Section 5: Objections to the Specifications

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Henderson County’s Purchasing Agent, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Henderson County’s Purchasing Agent.

Section 6: Errors in Bids

Bidders or their authorized representatives are expected to understand the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidders’ own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

Section 7: Scope of Work

7.1 Overview and Implementation

The contracted company will administer the NC Subsidized Child Care Program in its entirety. This contract will begin on the 1st day of July 2023. The implementation of this program must follow all NC Policies and Procedures set forth in the NC DHHS Policy and Manuals specifically in the Child Development and Early Education section. All state implemented forms must be utilized. All procedures, Administration Letters, Change Notices, childcare codes, and Dear County Director Letters must be implemented at State designated effective date. All services must be accurately entered and maintained within the NC Fast Eligibility and Enrollment System. Contracted company will assume full responsibility for all eligibility, technical and internal control errors. Contracted company will also participate in all audits as required.

Activities	Implementation Date
Accurate Policy and Procedure interpretation and administration.	July 1, 2023
Accurate Child Care Subsidy fund allocation.	July 1, 2023
Accurate documentation and record keeping in accordance with Local, State and Federal requirements.	July 1, 2023
Adhere to all Program Integrity policy and procedures as mandated in the NC DHHS Manual.	July 1, 2023
Adhere to all appeal and hearing policy and procedures as mandated in the NC DHHS Manual	July 1, 2023
Be responsible for all audits, monitoring and County paybacks.	July 1, 2023
Adhere to NC DHHS timeliness and accuracy requirements.	July 1, 2023
Communicate, coordinate and work with	July 1, 2023

other agencies providing subsidy services in Henderson County	
Coordinate and work with Henderson County's Program Integrity Unit to uncover and investigate recipient and/or provider fraud	July 1, 2023
Provide trainings, technical assistance and provider enrollment and other services as required.	July 1, 2023
Resolve payment and billing issues as they might arise.	July 1, 2023

7.2 Work Site Locations

- Site 1
Henderson County Department of Social Services
1200 Spartanburg Hwy, Suite 300
Hendersonville, NC 28792
- Site 2
Remote staff as agreed upon.

7.3 Timeline of Implementation

All program implementation and management will be effective July 1, 2023.

7.4 Equipment and Office Space

7.4.1 Equipment

Equipment must be provided, updated, secured, and replaced by Contracted Company.

7.4.2 Office Space

Office space will be provided by the Henderson County Department of Social Services as determined while working onsite.

7.4.3 Project Objectives

- 8.4.3.1 Provide to the eligible citizens of Henderson County Subsidized Child Care.
- 8.4.3.2 Follow all County, State and Federal policies regarding the Subsidized Child Care program.
- 8.4.3.3 Utilize the NC State consultants for policy and procedures as needed to accurately manage the Subsidized Child Care Program.
- 8.4.3.4 Utilize the NC FAST Eligibility and Enrollment system and utilize all job aides and reports as needed and required. using a touch-screen display.

7.5 Working / Schedule

- 7.5.1 Contracted Agency will recruit, employ, train, and manage all staff required to accurately manage the Subsidized Child Care Program.
- 7.5.2 Contracted Agency must operate on the same business hours of the Henderson County Department of Social Services Agency must be followed; Monday – Friday 8AM to 4:30PM.
- 7.5.3 Be knowledgeable of the Henderson County Board approved Holiday schedule.

Section 8: Proposal Requirements

Proposals shall follow the sections outlined below, beginning with a cover letter, which will indicate the appropriate contact person for any potential correspondence. The remainder of the proposal shall include detailed company information, program implementation, references, policy and procedural requirements, support and maintenance, and costs. These factors and qualitative information contained within this section will be the methodology for the weight of the evaluation criteria.

8.1 Vendor Experience & Capability

The vendor shall provide information on its experience and qualifications, which enable it to provide a suitable solution described herein, including, but not limited to the following:

- Brief history of the company
- Experience in working with remote staff to ensure accuracy and timeliness of the Program
- Experience utilizing state manuals, hearing referrals and program integrity referrals as related to the Program
- Experience utilizing the NC FAST Eligibility and Enrollment system
- Experience in assisting and responsibility for audits
- Any other information regarding the vendor's experience, which will assist the Department in evaluating the proposal and making an ultimate decision.

8.2 References

The vendor must supply three (3) references for similar work it has undertaken over the past three (3) years, preferably with a unit of local government.

Please provide:

- Entity name.
- Contact name(s).
- Email address.
- Telephone number.
- Brief description of the work performed, including services provided and date of installation.

The County may or may not contact the references provided. To determine the vendor's past performance, the County may ask any questions it deems are in its best interests.

8.3 Qualitative Criteria

Proposals shall list key experience and capabilities necessary for efficiently achieving the ability to manage the NC Subsidized Child Care Program required as described in Section 7: Scope of Work.

8.4 Costs

Proposal responses should include detailed information and costs incorporated

into the **Bid Proposal Form**.

Section 9: Preparation of Proposals

- 9.1 Proposals should be made in accordance with the RFP format provided herein, with all blank spaces in the Attachments properly filled in and executed.
- 9.2 All proposals must be signed by a duly authorized official representing the Vendor using the **Bid Proposal Form**. Proposals shall be considered to the greatest extent possible. However, failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, will disqualify the proposal
- 9.3 All proposals, responses, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the Vendor shall become the property of Henderson County when received. The County reserves the right to use the materials, or any ideas submitted in any proposal in response to the RFP.
- 9.4 Costs incurred in the preparation of this Proposal are to be borne by the Vendor, and Henderson County will not contribute in any way to the costs of the preparation.
- 9.5 The contents of each Vendor's Proposal to Henderson County—shall remain valid for a minimum of 120 calendar days from the Proposal due date.
- 9.6 All Proposals must include copies of all example contracts with required contract language.
- 9.7 This Request for Proposals and the selected Vendor's Proposal, including all representations, warranties and commitments contained in the Proposal and related correspondence shall be contractual obligations included in the written final contract for services.
- 9.8 Henderson County intends to award a contract to a single vendor for administration of the Subsidized Child Care Program.

Section 10: Submission Requirements

- 10.1 **SEALED, hard copy**, responses shall be received until 3:00 PM on Tuesday, May 16, 2023.
- 10.2 Bidder shall provide (3) complete sets of your bid in hard copy paper format (on 8-1/2" x 11" size paper, printed one side, only bound with a single staple in the upper left corner or with a single removable clip (no 3-ring binders) and (1) digital version via flash drive. Bids must be SEALED in an envelope. **NO EMAIL OR FAX BIDS WILL BE ACCEPTED.**
- 10.3 All bids must be mailed or delivered as follows in enough time to ensure receipt by the Purchasing Agent for this purpose on or before the time and date specified on the Bid Proposal Form. Bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered.

Mailing & Delivery Address:

Henderson County: RFP Child Care Subsidy Administration Services
Finance Department
113 N Main Street
Hendersonville, NC 28792

Section 11: Selection Criteria

Proposals shall be evaluated based upon the matrix below:

Criteria	(a) Weight	(b) Score (1-5)	(a) X (b) Weighted Score
Overall capability to provide the required and mandated NC Subsidized Child Care Program	10		
Ease of Integration among various components including managing remote staff, utilizing the NC Fast Eligibility and Enrollment System.	25		
Proven ability to accurately and timely meet all NC DHHS Manual criteria of the proposed program	10		
Company reputation, stability, experience, and qualifications in the administration of the NC Subsidized Child Care Program	10		
Vendor's references for similar projects	10		
Ability to provide quality service, support, accurate and timely allocations, and maintenance of all clients for program, with suitable on-site and remote service and support	10		
All inclusive price to administer the NC Subsidized Child Care Program	25		
Final Score			

Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 - 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3 points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets with significant gaps (compromise required)
- 1 point: Does not meet

Cost will be calculated with a formula using a ratio method, in which the lowest cost receives the maximum points allowed and other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost being evaluated}} \times \text{Maximum Points Available} = \text{Score}$$

The points for each criteria component will be multiplied by the percentage weight listed above and

totalled.

Section 12: Standard of Award

Per North Carolina General Statute and 2 CFR 200.320(b)2 the method of award will be based on the most advantageous proposal as defined by the County considering price, technical merit, past performance, and the ability of the vendor to complete the requirements contained herein in the desired timeframe. Proposals will be reviewed after opening and will be ranked in order of choice based on selection criteria. The County shall not be bound or in any way obligated until both parties have executed a contract. The County reserves the right to delay the award of a contract or to not award a contract.

All responses will be considered to the greatest extent possible. However, failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, will disqualify the proposal. All submittals must be valid for 120 days from the response deadline. Submissions received after the response deadline will be rejected without exception.

The County reserves the right to reject any or all proposals, waive technicalities and to be the sole judge of suitability of the goods and services for its intended use as allowed by law and further specifically reserves the right to make the award in the best interest of the County.

Section 13: Minority and Disadvantaged Business

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 as well as 2 CFR 200.321 of the Uniform Administrative Requirements, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County's contracting and procurement programs.

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>.

Section 14: Federal Terms and Conditions

After the firm is selected, the negotiated contract shall incorporate and be in compliance with all provisions within Section 16: Terms & Conditions, Section 17 Minimum Insurance requirements, and Attachment I: Funding Procedural Requirements Addendum.

In addition, the negotiated contract, and all contracts drafted by the successful firm for services to be provided on this project, shall incorporate, and comply with all Federal Uniform Guidance policies and procedures currently or in the future adopted by the Henderson County Board of Commissioners.

Section 15: County Terms and Conditions

Any proposal submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_and_conditions_02.23.2022.pdf

These Terms and Conditions, which refer to a “purchase order”, shall be deemed to be included in any contract entered into as a result of this Request for Qualifications (“RFP”).

Any attempt by a proposed contracting party (the “Bidder”) under the RFP to exclude any of these Terms and Conditions shall cause any Proposal made in response to this RFP to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or work sought under this RFP is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a Proposal.

Section 16: Minimum Insurance Requirements

Contractor/Bidder shall provide an Insurance Certificate naming Henderson County as additionally insured per the attached certificate of insurance. Should different insurance limits be established between the vendor and the County, the Certificate of Insurance with Henderson County named as additional insured shall be contained herein.

Workers' Compensation	Statutory/Employers Liability: \$500,000/\$500,000/\$500,000
General Liability	\$1M per occurrence/\$2M aggregate
Automobile	\$1M per occurrence/Combined Single Limit
Professional Liability	\$1M claims made / \$1M aggregate

Section 17: Funding Source

This request for qualifications is funded in its entirety with **Federal Funds**. 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit is applicable.

Section 18: Attachments

- Attachment I: Funding Procedural Requirements Addendum
- Attachment II: Vendor Information Form

ATTACHMENT I
FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

This **FUNDING PROCEDURAL REQUIREMENTS ADDENDUM** (this “*Addendum*”) is entered into by and between Contractor [_____], a [] (“*Contractor*”), and County of Henderson, a body corporate and politic of the State of North Carolina (“*County*”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, the County has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“*State Fiscal Recovery Fund*”) or Coronavirus Local Fiscal Recovery Fund (“*Local Fiscal Recovery Fund*” and, together with the State Fiscal Recovery Fund, the “*Fiscal Recovery Funds*”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“*ARPA*”); and

WHEREAS, the County contemplates paying, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “*Regulatory Requirements*”); and

WHEREAS, the County has determined that compliance with the provisions of ARPA and the Regulatory Requirements and 2 C.F.R. Part 200 *et seq.* should be required in this Contract.

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, the County shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and County do mutually agree as follows:

AGREEMENTS

- I. Definitions.** Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
- a) “*ARPA*” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

- b) “*Administering Agency*” shall have the meaning specified in 41 C.F.R. § 60-1.3.
- c) “*Applicant*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
- d) “*Construction Work*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
- e) “*Contract*” shall mean the legal instrument by which the County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) “*Contractor*” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from the County.
- g) “*Federally Assisted Construction Contract*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..”).
- h) “*Government*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- i) “*Laborer*” or “*Mechanic*” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference (“The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

- j) “*Recipient*” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) “*Subcontract*” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) “*Subcontractor*” shall mean an entity that receives a Subcontract.
- m) “*Subrecipient*” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) “*Tier*” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

III. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

IV. *Equal Employment Opportunity*

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, 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. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 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.

- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(viii) 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 County 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 County 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.

- ix. The County 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.
- x. The County 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 County 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.

- b) If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I(a) of this Contract shall not apply.

V. Copeland "Anti-Kickback" Act

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. The County shall report all suspected or reported violations to the U.S. Department of the Treasury.

VI. 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 Section [IV(a)] (Overtime Requirements) above, 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 Section [IV(a)] (Overtime Requirements) above, in the sum of \$27 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 Section [IV(a)] (Overtime Requirements) above.
- c) *Withholding for Unpaid Wages and Liquidated Damages.* The County 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 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 Section [IV(b)] (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any first tier Subcontractor or lower tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid,

daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the U.S. Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

- f) *Exceptions.* None of the requirements of Section [IV] of this Addendum shall apply if this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) in an amount that is equal to or less than \$100,000.

VII. Rights to Inventions Made Under a Contract or Agreement

- a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government Purposes”, any subject data or copyright described below. “Government Purposes,” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its Federal license to any other party.
- i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department of the Treasury’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

- f) For the purposes of this Section V, “subject data” means “recorded information, whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract.” Examples of ‘subject data’ include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

VIII. Clean Air Act and Federal Water Pollution Control Act

- a) *Clean Air Act.* 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.* Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.
- b) *Federal Water Pollution Control Act.* 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.* Contractor agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

IX. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, the County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) **If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an**

exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) The County shall not make any payments of Federal financial assistance to Contractor, and (3) The County shall have no obligations to Contractor under this Contract.

- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to The County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

X. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to the County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally 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. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B), shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of this Section [VII(a)] to be included in all Subcontracts. This certification is a material representation of fact upon which the County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.
- b) **Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with the County the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**
- c) **Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their Tier above it the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

XI. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the County’s preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XII. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions*. Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section X(a):
- i. “*Backhaul*” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones / towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - ii. “*Covered Foreign Country*” means the People’s Republic of China.
 - iii. “*Covered Telecommunications Equipment or Services*” means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
 - iv. “*Critical Technology*” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) for reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

- v. “*Interconnection Arrangements*” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- vi. “*Roaming*” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- vii. “*Substantial or Essential Component*” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. “*Telecommunications Equipment or Services*” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or
 - 4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) *Exceptions.*

- i. This clause does not prohibit Contractor or Subcontractors from providing—
 1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming or Interconnection Agreements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment that:
 - a. Are not used as a Substantial or Essential Component of any system; and
 - b. Are not used as Critical Technology of any system.
 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) *Reporting Requirement*

- i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this clause to the County, unless elsewhere in this Contract are established procedures for reporting the information.
- ii. Contractor shall report the following information to The County pursuant to paragraph (d)(1) of this clause:
 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or

submission of covered telecommunications equipment or services.

- e) *Subcontractor*. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XIII. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
 - i. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - ii. “*Manufactured Products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIV. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- b) For the purposes of Section XII(a), an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under N.C. Gen. Stat. § 143-128.4(a), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XV. Access to Records

- a) Contractor agrees to provide the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to

conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031.

XVI. Conflicts of Interest; Gifts & Favors

- a) Contractor understands that (1) The County will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).
- b) Contractor certifies to the County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the County involved in the selection, award, or administration of this Contract (each, a “*Covered Individual*”), nor any member of a Covered Individual’s immediate family, nor a Covered Individual’s partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.
- c) Contractor certifies to the County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the County. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.

XVII. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVIII. Other Non-Discrimination Statutes. Contractor acknowledges that the County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

- a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

XIX. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), the County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), the County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XX. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

CONTRACTOR:

By: _____

Name: _____

Title: _____

COUNTY OF HENDERSON:

By: _____

Name: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).

Henderson County Finance Director

**ATTACHMENT 1
TO
FUNDING PROCEDURAL REQUIREMENTS ADDENDUM**

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, 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.
4. 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.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

ATTACHMENT 2
TO
FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

DEBARMENT CERTIFICATION FORM The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds, nor any subcontractors or suppliers:

- (a) Are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency:
- (b) Have within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Have within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is “Actively” registered with SAMS (Service for Award Management) and has been assigned the following Unique Entity Identification Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Attachment II: Vendor Information Form

Company/Firm Name

Mailing Address

Contact Name

Contact Title

Phone Number

Fax

Email

Website

Federal Tax ID Number

Unique Entity Identification Number (SAM.gov)

Required Documentation

Internal Routing

Completed IRS W-9 form dated within calendar year and signed by authorized personnel.

W9 Received

YES

Minority and Women Owned Business (MWBE) certification, if applicable.

MWBE Certification Received

YES

N/A

Unique Entity Identification Number
confirmed in SAM.gov

YES