



REQUEST FOR PROPOSALS #22-0223
SELECTION OF AGENCY TO PROVIDE
HOME AND COMMUNITY CARE BLOCK GRANT SERVICES
FOR
RANDOLPH COUNTY

I. SCOPE

Pursuant to the Title III of the Older Americans Act, as amended 2006, the Home and Community Care Block Grant through the administrative oversight by Randolph County is advertising for proposals for Home and Community Care Block Grant (HCCBG) services **for a three-year term subject to availability of federal funds. The contract term will be July 1, 2022 through June 30, 2025 (fiscal years 2023, 2024 & 2025). All funds require a 10% provider match.**

Vendors may submit a proposal for a single service, for all services, or for any combinations of the services listed below:

- Adult Day Care
- In-Home Aide
 - Levels I, II and III
- Congregate Nutrition
- Home Delivered Meals
- Housing and Home Improvements
- Information and Options Counseling
- Transportation

The award of a contract under this solicitation will be paid with federal and state funding. Funding is contingent upon compliance with all terms and conditions of funding award. All Proposers and subcontractors used by Proposers shall comply with all applicable federal laws, state laws, state standards, local ordinances, regulations, executive orders, and the terms and conditions of the funding award.

Full RFP #22-0223 documents can be located at <http://www.randolphcountync.gov/Departments/Purchasing-Office/Bids>. Select the Current Bid Opportunities Block.

A detailed overview of the requirements for each service can be located at <https://www.ncdhhs.gov/daas-monitoring-service-standards>.

II. ISSUING OFFICE AND INQUIRIES

This Request for Proposals (RFP) is issued by Randolph County. Any inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to:

Lisa Garner
Randolph County
725 McDowell Road
Asheboro, NC 27205

lisa.garner@randolphcountync.gov

Three copies of the Proposals should be mailed or hand delivered to the address shown above, marked as “**Home and Community Care Block Grant Services RFP #22-0223.**” It is the sole responsibility of the Proposer to ensure that their proposal arrives at the Randolph County Purchasing Office by the designated date and hour indicated in the below schedule.

It is the responsibility of each Proposer to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation.

Randolph County will accept only written inquiries regarding the RFP to the above email until Friday, March 4, 2022, at 10:00 A.M. All times listed are understood to be Eastern Standard Time unless otherwise noted. Randolph County’s interpretation of the RFP shall be controlling in all cases.

All agencies, corporations or vendors are required to attend the information session scheduled for Monday, February 28 at 2:00 P.M. at the Randolph County Office Building, 1st Floor, Meeting Room A, 725 McDowell Road, Asheboro, NC 27205. At the Meeting, the requirements for HCCBG Proposals will be presented. Please review the Procedures Manual for HCCBG services at the following link, <https://www.ncdhhs.gov/document/home-and-community-care-block-grant-procedures-manual-community-service-providers> before attending the informational meeting. In addition, other required Proposal documents will be distributed.

Any agency wishing to provide HCCBG services in Randolph County **that is not a current provider** must complete the **NEW AGENCY REQUIREMENTS** listed on the Piedmont Triad Regional Council Area Agency on Aging’s (PTRCAAA) website www.ptrc.org/modules/showdocument.aspx?documentid=6142. These requirements must be completed and submitted to Laura Regan at lregan@ptrc.org by 4:00 p.m., Friday, March 11, 2022, to be considered for funding in fiscal years 2023 through 2025.

III. QUESTIONS

After the RFP issue date, all communications between the County and prospective Proposers regarding this RFP shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lisa Garner, Purchasing Officer, by emailing lisa.garner@randolphcountync.gov . All questions concerning this RFP shall reference the RFP number, section number and page number. Questions and responses affecting the scope of the services will be provided to all Proposers by issuance of an Addendum that will be posted on Randolph County’s website at <http://www.randolphcountync.gov/Departments/Purchasing-Office/Bids>. **All questions shall be received no later than 10:00 A.M., EST, Friday, March 4, 2022.**

IV. SCHEDULE

Advertisement	<i>Wednesday, February 23, 2022</i>
<u>Required</u> Information Session	<i>Monday, February 28, 2022 at 2:00 p.m. EST</i> Randolph County Office Building 1 st Floor, Meeting Room A 725 McDowell Road Asheboro, NC 27205
Deadline for County’s receipt of Questions from Proposers	<i>Friday, March 4, 2022 at 10:00 a.m. EST</i>
Response to Questions from Proposers	<i>Friday, March 11 2022 at 5:00 p.m. EST</i>
Deadline for New Agency Submittal	<i>Friday, March 11, 2022 at 4:00 p.m. EST</i> Submit to lregan@ptrc.org
Proposal Due Date	<i>Tuesday, March 22, 2022 at 2:00 p.m. EST</i> Randolph County Office Building 1 st Floor, Meeting Room A 725 McDowell Road Asheboro, NC 27205
Anticipated Date of Award	<i>May 2, 2022</i>
Effective date for beginning of new contract	<i>July 1, 2022</i>

V. DEVIATIONS

Randolph County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. Randolph County shall be the sole judge of what is to be considered a minor deviation or technicality.

VI. SUBMISSION OF PROPOSAL

The proposals are due by Tuesday, March 22, 2022 at 2:00 pm. Any Proposals received after the scheduled due date and time will not be accepted.

Proposals should be marked “Home and Community Care Block Grant Services RFP #22-0223” and shall be mailed or hand delivered to the County at the following address:

Randolph County
Attn: Lisa Garner, Purchasing Officer
725 McDowell Road
Asheboro, NC 27205

VII. EVALUATION

The Aging Services Committee will read, review and evaluate the proposals and interviews based on the evaluation criteria. A weighted point formula system will be used to evaluate proposals. The Aging Services Committee will make their award recommendations to the Randolph County Commissioners at the Commissioners meeting on May 2, 2022, at 6:00 pm.

VIII. EVALUATION CRITERIA

The following represents the evaluation criteria and relative importance of each criteria (criteria weight):

Evaluation Criteria	Weight
1. Adherence to RFP Instructions	0.02
2. Company Information	0.13
3. How HCCBG Funds will be used	0.05
4. Professional Competency/Experience	0.40
5. Unit Cost	0.40

IX. PROPOSAL REQUIREMENTS

The below forms and responses must be complete and included with all copies of proposals to be considered compliant with RFP:

- New Agency Submittals (if applicable) - **Due by 4:00 P.M., Friday, March 11, 2022**
Submit to Laura Regan at lregan@ptrc.org
Download from: <https://www.ptrc.org/Home/ShowDocument?id=6142>
- Signed Code of Conduct
Attached, Page 8
- Signed Conflict of Interest
Attached, Pages 9 – 10, Signature on page 10
- Acceptance of Proposal Provisions (Addenda Acknowledgement, if applicable)
Attached, Page 11
- Signed Federal Addendum
Attached, Pages 12 – 18, Signature on page 18
- Signed E-Verify Affidavit
Attached, Page 19
- Signed Company Submittal Form
Attached, Page 20

Download and save the below forms, excel files contain background formulas and will self-calculate as you enter requested information. Word documents can be downloaded and typed directly into.

Website: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=69519dd2-b918-4884-b3d3-1bdd7edfec73>

**Select RFP #22-0223 Home and Community Care Block Grant Service
Scroll down to Documents**

- HCCBG Allocation Proposal for fiscal years 2023 through 2025
- RFP Response
- Financial Integrity Form
- Form DAAS 732 - Provider Services Summary
- Form DAAS 732 - In-Home Supplement (only if proposing In-Home Aide)
- Form DAAS 732A - PTRC
- Form DAAS 732A1 - Labor Distribution Schedule
- Form DAAS 733 – County Funding Plan
- Form DAAS 734 – Standard Assurances
- Form DAAS 734 - Clients Rights Standard Assurances (only if proposing Housing & Home Improvement, In-Home Aide or Adult Day Care)

X. AWARD OF CONTRACT

Recommendations by the Aging Services Committee will be made to the Randolph County Commissioners on May 2, 2022, 6:00 P.M. at the Commissioners Meeting at which time the Board of Commissioners will award the contract.

Contract will be awarded to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFP. The award of any contract resulting from this RFP will be made on a fixed unit cost basis or total fixed service allocation as identified on the HCCBG Allocation Proposal Form. For each year of the contract, allocation amounts will be approved by the Randolph County Board of Commissioners based on recommendation provided by the Randolph County Aging Services Committee. The successful Proposer will be required to submit all requested documentation for each contract year.

XI. RESPONSIBILITY OF COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the Proposal documents.

XII. NON-COLLUSION

By executing and submitting their proposal, the Proposer certifies that this proposal is made without reference to any other proposal and without any agreement, understanding, collusion or combination with any other person in reference to such proposal.

XIII. INDEMNITY

Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Proposer hereunder, resulting from the negligence of or the willful act or omission of Proposer, his agents, employees and subcontractors.

XIV. INSURANCE

Upon award, the Agency is to provide proof of commercial insurance with, at a minimum, the following coverage and limits:

1. Workers' Compensation—The Agency shall provide and maintain Worker's Compensation insurance, as required by the laws of the State of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 for bodily injury per accident. This insurance must cover all of Agency's employees who are engaged in any work under this Contract.

2. General Liability—The Agency shall provide and maintain General Liability Coverage at a minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability—The Agency shall provide and maintain Automobile Liability Insurance covering all owned, hired, and non-owned vehicles used in connection with this Contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$1,000,000 uninsured/under-insured motorist; and \$1,000,000 medical payment.

XV. RIGHT TO REJECT PROPOSALS

Randolph County reserves the right to accept or reject any or all Proposals for sound documented reasons.

XVI. E-VERIFY

Proposer hereby attests that it currently complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as “E-Verify”) and further attests that it ensures and continues to ensure that any subcontractors utilized by Agency also comply with said Article.

XVII. MINORITY PARTICIPATION

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, Randolph County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. Additional information may be found at www.doa.nc.gov/hub.

CODE OF CONDUCT

Each recipient of award shall maintain a written Code of Standards of Conduct which shall govern the performance of its officers, employees or agents in contracting with and/or expending Older Americans Act funds and State appropriations.

The recipient Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under state or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient Agency or by contractors or their agents.

Awards will be made only to responsible Agency(ies) possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as Agency's integrity, compliance with public policy, record of past performance, and financial and technical resources.

I have read and fully understand the context of the information above.

Signature

Title

Date

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

I have read and fully understand the context of the information above.

Signature

Title

Date

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XVIII. ACCEPTANCE OF PROPOSAL PROVISIONS

A. Addenda Acknowledgements (if applicable)

Each Proposer is responsible for determining that all addenda issued have been received before submitting a proposal.

Addenda	Date Issued	Date Proposer Received
"A"		
"B"		
"C"		

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B. Federal Addendum

REQUIRED CONTRACT PROVISIONS FOR RANDOLPH COUNTY CONTRACTS UNDER FEDERAL AWARDS

SECTION 1. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES FOR BREACH OF CONTRACT

Randolph County hereby reserves all rights, remedies and privileges that may be available under local, state and federal law, including case laws and regulations, in the event of a breach of this contract by either party.

SECTION 2. TERMINATION FOR CAUSE AND FOR CONVENIENCE

A. TERMINATION FOR CAUSE

Randolph County hereby reserves the right to terminate this contract immediately in the event of a breach or default of the contract by Vendor, in the event that the Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract, the RFP, and/or the purchase order.

B. TERMINATION FOR CONVENIENCE

Randolph County reserves the right to terminate the contract immediately, with written notice to the Vendor, if the County believes, in its sole discretion, that it is in the best interests of the County to do so. If this contract is terminated for convenience by the County, the Vendor will be compensated for work performed and accepted and for goods accepted by the County as of the termination date.

SECTION 3. EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this contract, Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor 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. Vendor 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. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- C. Vendor 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 Vendor's legal duty to furnish information.
- D. Vendor 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 Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Vendor'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 Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Vendor will include the provisions contained in this Section 3 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. Vendor 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:

SECTION 4. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute,

contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Vendor hereby certifies that he/she will be in compliance with all applicable provisions of the Davis-Bacon Act and of the Copeland “Anti-Kickback” Act during the term of this contract.

SECTION 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Vendor certifies that, during the term of this contract, the Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

SECTION 6. RIGHTS TO INVENTIONS

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations made by the awarding agency. The Vendor certifies that, during the term of an award for all contracts

by Randolph County, the Vendor agrees to comply with all applicable requirements referenced in this Section 6.

SECTION 7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S. C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Vendor certifies that, during the term of this contract, the Vendor shall comply with all applicable provisions referenced in this Section 7.

SECTION 8. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor certifies that, during the term of this contract, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal agency.

SECTION 9. BYRD ANTI-LOBBYING AMENDMENT

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

In accordance with the requirements referenced in the above paragraph, the Vendor certifies that during the term and after the awarded term of an award for this contract, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the Vendor, 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, of an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of

a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 any Member of Congress in connection with this Federal grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

SECTION 10. PROCUREMENT OF RECOVERED MATERIALS

Vendor certifies that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 11. RECORD RETENTION REQUIREMENTS

Vendor certifies that Vendor will retain all records are required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

SECTION 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) Vendor/vendor’s subcontractors are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies

Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. 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).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

SECTION 13. DOMESTIC PROCUREMENT PREFERENCE CLAUSE

“As appropriate and to the extent consistent with law, Vendor/vendor’s subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).”

For purposes of this clause:

- 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 coatings, occurred in the United States, and
- ii. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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IN SIGNING BELOW, the Vendor acknowledges and agrees to adhere to the requirements of this FEDERAL ADDENDUM in fulfilling its contractual obligations to Randolph County.

IN WITNESS WHEREOF, the Vendor has hereby made and executed this Addendum, this the ____ day of _____, 20__.

CORPORATE SIGNATURE:

Name of Corporation: _____

Signature: _____

Title: _____

I, _____, a Notary Public of the County of _____, State of _____, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____ and that by authority duly given and as the act of the corporation, he/she signed the preceding addendum voluntarily for its stated purpose.

Witness my hand and official stamp or seal, this ____ day of _____, 20__

Notary Public

My Commission expires: _____.

C. E-Verify

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF RANDOLPH

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting with Randolph County hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, if employing 25 or more employees in this State, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer during the term of its contract with Randolph County. This ____ day of _____, 20____.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

|||
(Affix Official/Notarial Seal)

D. Company Submittal Form

Company Name	
Company Address	
Tax ID#	
Telephone	
Fax	
Representative (print name)	
Signature of Representative	
Email Address	
Date Submitted	