



RANDOLPH COUNTY

725 McDowell Road
Asheboro, NC 27205
Tel: (336) 318-6304
Email: Lisa.Garner@randolphcountync.gov

REQUEST FOR BIDS

Bid# 24-0425

Inflatable Rapid Deployment Shelters, Trailer and Accessories

Issued on: Thursday, April 25, 2024

Due Date: Thursday, June 6, 2024, at 11:00 A.M. EST

Administered by: Lisa Garner, Purchasing Officer

NOTICE TO VENDORS

The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors and sub-contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, vendor submitting qualifications shall be responsible for complying with state law and local ordinances.

The County encourages participation by small, minority, disabled, and woman-owned businesses. Randolph County reserves the right to award and/or reject any and/or all submissions and waive any technicalities or irregularities.

Sealed bids will be received by the Purchasing Officer for Randolph County from experienced, qualified vendors for the following:

REQUEST FOR BIDS 24-0425 INFLATABLE RAPID DEPLOYMENT SHELTERS, TRAILER AND ACCESSORIES

Proposals will be accepted until **Thursday, June 6, 2024, at 11:00 A.M. EST** by the Purchasing Department. Proposal may be mailed or brought to the public proposal opening prior to 11:00 A.M. bid opening on June 6, 2024. Complete specifications and instructions are attached herewith.

Faxed or emailed bids will not be accepted.

Bid documents may be downloaded at
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=69519dd2-b918-4884-b3d3-1bdd7edfec73>.

Proposals shall be submitted on the standard forms furnished by the County and shall be submitted in a sealed envelope identifying the bidder's name and the bid number on the face of the envelope.

Submission of any bid signifies the Vendor's agreement that its' bid and the content thereof are valid for 60 days (two months) following the submission deadline and will become part of the contract that is negotiated between Randolph County and the successful vendor. All prices submitted with the proposal shall remain in effect for the 60-day period.

Award of this bid will be contingent upon approval by the Randolph County Board of Commissioners.

Sincerely,

Lisa T. Garner

Lisa T. Garner
Purchasing Officer
Randolph County

Introduction/Overview:

Randolph County is seeking bids for the purchase of Inflatable Rapid Deployment Shelters and Accessories.

The purpose of the shelters is to provide a mobile environmentally controlled space to keep public health staff safe from the elements while providing a drive-thru point of distribution for testing events and mass vaccinations. The system should be easily deployable by a minimum number of staff from the time the equipment leaves trailer to full set-up.

*These are suggested materials. We will entertain materials and parts from other manufacturers or suppliers. Substituted materials or parts must be equivalent to those specified in this RFP. Any proposals containing substituted parts or materials must also contain necessary documentation showing equivalency in quality, performance, warranty, and industry standards. Any variance from the specifications must be clearly pointed out in writing by the bidder on the Exception Form **(page 11)**.

Intent of this RFB

This Request for Bids (RFB) is intended to provide vendors with a common, uniform set of specifications to assist them in the development of their bids and to provide a uniform method for the County to fairly evaluate bids and subsequently select a vendor.

In responding to this RFB, vendors should follow the prescribed format and use the forms included, thus providing the County with data that is easily compared with data submitted by other vendors to evaluate the proposals fairly and objectively.

The County assumes no responsibility for conclusions or interpretations derived from the information presented in this RFB, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFB or any documents provided by the County other than those given in writing by the County through the issuance of addenda. In no event may a vendor rely on any oral statement by the County or its' agents, advisors, or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFB.

General

- A. It is the intent and purpose of these specifications to describe in sufficient detail information to secure bids. All materials which are necessary to provide a complete project, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided by the trade in general. Any variance from the specifications must be clearly pointed out in writing by the bidder on the Exception Form **(page 11)**.

B. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. The County shall not be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

C. Warranty:

Each unit shall carry full factory and/or manufacturer's warranty. Any materials, including but not limited to parts and accessories provided shall carry standard warranty coverage furnished the trade in general. Bidder shall state terms and conditions of guarantee/warranty.

D. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

E. New and Unused:

All equipment, parts and material shall be new, unused, the manufacturer's current model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

F. Exceptions:

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be listed on Exception Form. Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful vendor. Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

G. Right to Award:

Randolph County reserves the right to make and award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups.

H. Right to Reject/Accept:

Randolph County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, allowable time frames, and which would be in the best interest of the County and will not necessarily be bound to accept the low bid.

I. Bid Evaluation:

Evaluation of bids shall be based on cost, product specifications, vendor's supporting documentation, delivery dates, and which would be in the best interest of the County.

Issuing Office and Inquiries

This Request for Bids (RFB) is issued by Randolph County Purchasing Office on behalf of Randolph County. Any inquiries, clarifications, or interpretations regarding this RFB should be directed in writing to:

Lisa Garner
Purchasing Officer
Randolph County Administration
725 McDowell Road
Asheboro, NC 27205
(336) 318-6304
Lisa.Garner@randolphcountync.gov

Responses to inquiries that affect the content of this RFB will be provided in writing to all recipients of the RFB through an addendum that will be posted on the County website, <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=69519dd2-b918-4884-b3d3-1bdd7edfec73> . It is the responsibility of each vendor to inquire about any aspect of the RFB that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFB until **Thursday, May 9, 2024, at 5:00 P.M.** All times listed are understood to be Eastern Standard Time unless otherwise noted. The County's interpretation of the RFB shall be controlling in all cases.

Important Dates

Issue Date:	Thursday, April 25, 2024
Final Date for Written Questions:	Thursday, May 9, 2024, at 5:00 P.M. EST
Final Date for Addenda Posting:	Thursday, May 16, 2024, at 5:00 P.M. EST
Bid Opening	Thursday, June 6, 2024, at 11:00 A.M. EST
Bid Opening Location	725 McDowell Rd., 1 st Floor, Meeting Room A, Asheboro, NC 27205
Anticipated Award Date (tentative):	July 2024

Trade or Brand Name

When a trade or brand name for a particular article or object is specified, it is meant only as a reference for standard and any other manufacturer of a similar article or object may meet the specifications if their product is reasonably equivalent or better than that mentioned as the standard. Any variance from the specifications must be clearly pointed out in writing by the bidder on the Exception Form **(page 11)**.

Submission of Bids

Proposals must be presented on the bid/specification forms attached to this RFB in a **sealed envelope** and **mailed or delivered** to:

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

The package shall be plainly marked, “**SEALED BID FOR INFLATABLE RAPID DEPLOYMENT SHELTERS.**”

Any bid submitted on forms other than the Randolph County bid form may be disqualified. **TELEPHONE BIDS AND/OR FAXED BIDS CANNOT BE ACCEPTED.** All bids submitted must be typed or written in ink and signed by the bidder’s designated representative.

Vendors must submit **one (1) original and (1) digital copy** of the bid.

No responsibility shall be attached to the County for the premature opening of any bid proposal not properly addressed or identified.

Proposals will be publicly opened at **11:00 A.M. on Thursday, June 6, 2024**, in Meeting Room A, 1st Floor, Randolph County Office Building at 725 McDowell Road, Asheboro, NC.

To be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed at **11:00 A.M.** on Thursday, June 6, 2024. Failure to meet this deadline will disqualify the bidder. Randolph County is not responsible for, nor will any allowances be made for bids received after this time and date for any reason, e.g., carrier delays.

Addenda

Any addenda to these documents shall be posted on the County's website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=69519dd2-b918-4884-b3d3-1bdd7edfec73> and will become part of this RFB and the contract. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into the addenda. It is the responsibility of the Vendor to periodically check the County's website before submitting a bid to obtain any addenda that has been issued.

Content of Bid

Vendors shall not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that the information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification.

Bid Pricing

All bid prices shall be complete and include warranty and delivery information. The **Bid Form (page 9)** shall be used for the purpose of providing these prices. All bid prices must be specified on the **Bid Form**. Bid prices shall be valid for at least 60 days from the date of the Bid Opening, or as otherwise specified on the **Bid Form**.

Bid Withdrawal

If the Vendor desires to withdraw his bid, he must submit in writing to the Purchasing Office before the bid opening deadline his purpose for withdrawal. After the bid opening deadline, bids shall only be withdrawn in accordance with N.C.G.S. Section 143-129.1.

Bids Property of County

All bids submitted in response to this RFB become the property of the County once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting material are a matter of public record.

Rejection of Bid

The County reserves the right to reject any or all bids, with or without cause, and to waive informalities when such rejection is in the interest of the County. Randolph County also reserves the right to reject the bid of a vendor who has previously failed to perform properly or complete on-time a contract of similar nature.

Disqualification of Vendors

However, more than one bid from an individual, firm, partnership, corporation, or association under

a different name or names **shall not** be considered. Any or all bids shall be rejected if there is reason to believe that collusion exists among the Vendors. In this situation, all participants in such collusion shall not be considered for the current or future bids for the same work. No contract shall be awarded except to competent vendors capable of performing the class of work contemplated.

Award

The award of this bid will not be based solely on the lowest price. The award will be based and granted on “**BEST VALUE.**” “**BEST VALUE**” will allow Randolph County to consider factors beyond pricing such as whether the responsible Vendor is able to meet and/or exceed the required specifications as well as meet the required delivery requirements. “**BEST VALUE**” will permit and reflect prudent stewardship of public funds and trust.

Notification of Award

After all prerequisites and specifications have been met by the bidder and the award for this purchase is made, the successful bidder will be notified within ten (10) working days. Randolph County will notify the successful bidder in **writing**, either by a LETTER TO PROCEED or a PURCHASE ORDER or both.

Non-Collusion

By executing and submitting this bid, the Vendor certifies that his bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding. As evidence this specification is being followed, the **Anti-Collusion Affidavit (page 28)** shall be completed and included in the RFB.

Minority Business Enterprise

It is the policy of Randolph County to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the County with goods and services at competitive prices.

Indemnification

The successful bidder shall hold the County, to include all Board members and employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys’ fees, that:

- a) Arise out of, are connected with, or result directly or indirectly from the successful bidder’s failure to perform any of its obligations under this request for bids; or
- b) Are a result of a breach of any of the successful bidder’s warranties. No indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and the County.

BID FORM

Line #	Description	Qty.	Unit Cost	Total
A.	Inflatable 2 Lane Drive-thru, approximately 40'L x 33'W x 15.5' H (no floor/removable floor) Make: _____ Model: _____	2		
B.	Inflatable Shelter approximately 25'L x 18'W x 10' H Make: _____ Model: _____	1		
C.	Connector (Hallway between a Drive- thru and the above Shelter) approximately 8'L x 7'W x 9' H	1		
D.	A/C plenum for Shelter	1		
E.	Tape Lights for all Drive-Thru's, Shelter & Hallway	1		
F.	Inflator/Deflator (Please quote the appropriate number for all inflatables)			
G.	Steel Deck Platform Cart 72" x 36"	3		
H.	3.5 Ton Portable A/C & Heat Unit, 42K BTU, for Shelter	1		
I.	Generator 17.5 KW Make: _____ Model: _____	1		
J.	Electric Manifold for Generator	1		
K.	Parking Lot Speed Bump, 48" Long	4		
L.	Portable Industrial Fan	4		
M.	15" Foldable Traffic Cones	50		
N.	Collapsible Pallet Box w/ Lid & Casters 48" x 40" x 42"	1		
O.	Inflatable Light Tower 10 ft.	4		
P.	Extension Cords, 50 Ft. 12/3 Triple Tap	8		
Q.	6' Folding Tables	12		
R.	Folding Chairs	24		

Line #	Description	Qty.	Unit Cost	Total
S.	Enclosed, Tandem Axle Trailer (Sufficient in size to hold all Drive-Thru's, Shelter & Accessories) Make: _____ Model: _____	1		
Subtotal				
Shipping				
Tax				
TOTAL				\$

Delivery Date _____

Please Provide Specification Sheets

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"		

Exception Form

[illegible]

**** Add additional pages if necessary**

BID FORM SIGNATURE PAGE

Signature

Print Name

Title

Company

Address

Email

Phone

Date

[Remainder of Page Intentionally Left Blank]

Federal Contract Provisions

This **ADDENDUM** (this “Addendum”) is entered into by and between _____ (“Contractor”), and Randolph County, a political subdivision of the State of North Carolina (“County”), and forms an integral part of the Contract (as defined in Section I hereof).

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

AGREEMENTS

Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
1. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
 2. “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.”).
 3. “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.”).
 4. “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.
 5. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from the County.
 6. “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.”).
 7. “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.”).
 8. “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 whose

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.”).

9. “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.
10. “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.
11. “Subcontractor” shall mean an entity that receives a Subcontract.
12. “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it 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.
13. “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
14. “County” shall have the meaning indicated in the preamble to this Addendum.

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:
 1. 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.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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.
 3. 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 Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor 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 its 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.
7. 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 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. 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.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. 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. 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 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.

9. County agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any 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.

10. 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 that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, 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 Addendum shall not apply.

Copeland "Anti-Kickback" Act

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

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.* 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 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 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 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 a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

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.
 - 1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 - 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury’s license in the copyright to any subject data developed in the course of the Contract or (2) 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 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 the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. 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, . . . 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.

Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act*. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to 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 Treasury.
- B. *Federal Water Pollution Control Act*. Contractor agrees to comply with all applicable standards, orders, and 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 County and understands and agrees that County will, in turn, report each violation as required to assure notification to 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 Treasury.

Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, 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 Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.940) 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) County shall not make any payments of federal financial assistance to Contractor, and (3) 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 into which it enters. This certification is a material representation of fact relied upon by County, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- 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 County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment

- A. Contractor certifies to 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, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which 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 County the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

Procurement of Recovered Materials

- A. This Section 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 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 (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
 - 1. “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).
 - 2. “Covered Foreign Country” means the People’s Republic of China.
 - 3. “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.
 - 4. “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 (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) 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).

5. “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.
6. “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.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “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.

1. 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.
2. Unless an exception in Section X.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:
 - a. 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;
 - b. 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;
 - c. 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
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or 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.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. 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.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.
 - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if 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(d)(2) of this Section X to County, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to County pursuant to paragraph D.1 of this Section X:
 - a. Within one business day from the date of such identification or notification: contract number; 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.
 - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) 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 into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

Domestic Preferences for Procurements

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “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.
 2. “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.
- B. 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.

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 Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), 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.

Access to Records

- A. Contractor agrees to provide County, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. 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, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) 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, G.S. 14-234(a)(1) and -234.3(a)).
- B. Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no 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 County in writing.
- C. Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Contractor obtain knowledge of the provision, or offer of any 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 County in writing.

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 provides 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 Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Other Non-Discrimination Statutes

- A. Contractor acknowledges that 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:
 - 1. 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;
 - 2. 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;
 - 3. 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
 - 4. 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 in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Miscellaneous

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), 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. 51,225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

CONTRACTOR:

By: _____

Name: _____

Title: _____

COUNTY:

By: _____

Name: _____

Title: _____

ATTACHMENT 1
TO
FEDERAL CONTRACT PROVISIONS
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned's 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, or 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 of the 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 and 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. Chapter 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

ANTI-COLLUSION AFFIDAVIT
STATE OF NORTH CAROLINA
RANDOLPH COUNTY

_____, being first duly sworn deposes and affirms that:

1. He/She is the _____ of _____ the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Randolph County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Title

Signature

Date

Phone

Email

(SEAL)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, NC. My Commission expires _____

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)

PROPOSAL REQUIREMENTS

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

- ☐ Bid Forms, page 9 – 12, signed.
- ☐ Federal Contract Provisions, signed.
- ☐ Attachment I, Certification Regarding Lobbying, signed.
- ☐ Anti-Collusion Affidavit, signed and notarized.
- ☐ E-Verify Affidavit, signed and notarized.