

REQUEST FOR PROPOSALS
for
PURCHASING MODULAR OFFICE UNIT(S)

1.0 GENERAL INFORMATION AND NOTICES TO OFFERERS

1.1 PURPOSE

The County of Madison (the “Unit”) is soliciting proposals from experienced, qualified, and properly licensed offerors to sell, furnish, deliver, and install modular office unit(s) to the addresses 107 Elizabeth Lane, Marshall NC, 28753 and 258 Carolina Lane Marshall, NC 28753. The Contractor shall provide all labor, transportation, supervision, equipment, material and supplies necessary to perform the work described herein. The three (3) smaller mobile office unit(s) shall be assembled, permitted, tested and ready for occupancy on or before February 1, 2025, at the direction of the Unit. The large Courthouse mobile office unit shall be assembled, permitted, tested and ready for occupancy on or before March 15, 2025, at the direction of the Unit. The Contractor shall be a single source company for the fabrication and installation of the mobile office unit(s).

FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.2 PROCUREMENT TIMELINE

The following estimated timeline has been established for this procurement, although dates are subject to change:

RFP Publication	Friday, January 10 th , 2025
Deadline to submit written questions	Tuesday, January 14 th , 2025 by 2:00pm ET
Proposals Due	Friday, January 17 th , 2025 by 4:00pm ET
Bid Opening	Friday, January 17 th , 2025 4:00 pm ET
Site Visits	TBD
Board Approval/Contract Award	TBD

1.3 PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation. Offerors are encouraged to gain clarification regarding this RFP by submitting written questions during the period for open inquiries and, if possible, visiting the site(s) for the Mobile Office Unit(s).

1.4 COMPETITION INTENDED

It is the Unit’s intent that this Request for Proposal (RFP) allows for competition in the request for mobile office unit(s). It shall be the offeror’s responsibility to advise the contact for the Unit (indicated in **Section 1.6**) in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The Unit must receive such notification not later than ten (10) days prior to the due date set for proposals.

1.5 FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the offeror to carefully examine the RFP documents and the Scope of Work, to visit the area of the work to be performed, if that is required, and to gather other appropriate information

as required to be able to satisfy the full scope of services required for the total project. The offeror should study and carefully correlate its knowledge and observations of the RFP documents and such other related data and to promptly notify the designated point of contact (indicated in **Section 1.6**) of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that the offeror has discovered in or between the RFP documents and such other related documents or conditions. Failure to do so shall not relieve the successful offeror of its obligation to perform as per the provisions of the resulting contract. The Contractor shall not at any time after the execution of the contract make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

1.6 PROCUREMENT CONTACT

Upon release of this solicitation document, all offeror communications concerning this procurement must be directed in writing to the designated point of contact at the Unit:

Rod Honeycutt, County Manager
828-649-2854
rhoneycutt@madisoncountync.gov

Please carbon copy (cc) Hannah Shelton at
hshelton@madisoncountync.gov **in any email correspondence.**

No offeror shall initiate or otherwise have contact related to the solicitation with any employee or official other than the contact indicated above. Any contact by an offeror with staff other than the contact indicated above concerning this solicitation is prohibited and may cause the disqualification of the offeror from the procurement process.

1.7 INTERPRETATIONS AND ADDENDA

The Unit reserves the right to revise the RFP documents. Revisions will be made by written Addendum to this RFP. Any written Addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. The Unit shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Discrepancies, omissions or doubts as to the meaning of the RFP documents shall be communicated in writing to the designated point of contact listed above for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their offers. The final deadline for all inquiries regarding this RFP is **Tuesday January 14th, 2025 by 2:00pm ET**. Offerors shall acknowledge receipt of all Addenda on the space provided on the **Signature Form, Attachment A-1**.

1.8 CONTRACT TERM

The period of performance for this contract shall begin upon execution by all parties and shall continue until all work is completed.

1.9 CONTRACT TYPE

This solicitation will result in a firm-fixed price contract based on lump sum pricing and any unit pricing requested by the Unit.

1.10 RESERVATION OF RIGHTS

The Unit reserves the right to cancel, amend, or reissue this RFP at any time without prior notice. The Unit

makes no guarantee that any contract will be awarded to a proposer responding to this RFP. The Unit further reserves the right to:

- Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.
- Award a contract to an Offeror other than the Offeror that submitted the lowest price proposal.

1.11 **USE OF TRADE NAMES**

It is recognized that not all materials are manufactured or designed exactly the same. Trade names and models specified herein are named to establish a minimum standard of quality. Substitute or equivalent makes and models shall be considered and reviewed on the basis of their ability to provide the intended results. Complete specifications and samples of proposed substitutions must be submitted with the bid, or the bid will be rejected due to non-conformance.

2.0 SPECIFICATIONS AND REQUIREMENTS
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2.1 **SPECIFICATIONS**

Disclaimer: All square footages listed are estimates with minor deviations anticipated with final project design

Location: 107 Elizabeth Lane, Marshall, NC 28753

Two (2) mobile office units, each 24ftx60ft in size, equating to a total of 1,440 square feet. Each mobile office unit will house five (5) employees and offices, one (1) break area, one (1) storage area, and two (2) single restrooms. These mobile office units each require HVAC, an open floor plan, two (2) restrooms, an open breakroom, and storage areas. These mobile office units must be handicap accessible at the main entrance. The site at Elizabeth Lane is graded with all utilities (potable water, sewer, electric) ready for immediate hookup. All skirting, flooring, and lighting should be completed upon initial installation. Any permitting requirements are the responsibility of the contractor. Delivery is expected February 1, 2025.

Location: 258 Carolina Lane, Marshall, NC 28753

One (1) mobile office unit, 60x60 in size equating to 3,600 square feet, to house a total of ten (10) employees, ten (10) offices, one (1) break area, one (1) storage area, and two (2) single restrooms. This mobile office unit is required to have HVAC capability, ten (10) office spaces, two restrooms, an open breakroom, and multiple storage areas. This mobile office unit must be handicap accessible at the main entrance. This site is graded with utilities (potable water, sewer, and electric) nearby with minimal work for hookup. All skirting, flooring, and lighting should be completed upon initial installation. Any permitting requirements are the responsibility of the contractor. Delivery is expected February 1, 2025.

Location: 258 Carolina Lane, Marshall, NC 28753

One (1) mobile office unit, 120" x 101" in size equating to roughly 11,000 square feet, to house all Courthouse operations. The mobile office unit includes eighteen (18) individual offices, six (6) restrooms, a Courtroom, jury deliberation room, 1,150 square foot file storage room, and 1,150 square foot open area. The mobile office unit must be handicap accessible at all entrances. The site is graded for utilities (potable water, sewer, and electric) nearby with minimal work for hookup. All skirting, flooring, and lighting must be completed upon initial installation. Any permitting

requirements are the responsibility of the contractor. Delivery is expected March 15, 2025.

- Six areas at the front of the building for offices, security, and receptionist area (108 square feet each)
 - Requires a waiting area outside of the receptionist area and a storage unit off of the waiting area.
 - Include a staff restroom beside the reception area
- Additional office spaces on the left side of the building to include:
 - One office at 164 square feet
 - One office at 192 square feet
 - Two offices at 105 square feet
 - One office at 172 square feet
 - Secure vestibule at 72 square feet
 - Judge’s Chambers at 296 square feet with an attached restroom
- Additional common space and storage areas at the back of the building
 - AOC and IT storage area at 122 square feet
 - Break room at 252 square feet
 - Kitchen area at 122 square feet
 - General storage area at 122 square feet
- On the right side of the building there are additional file storage areas, offices, and meeting spaces
 - An area of 1,126 square feet to include 3 offices, a bookkeeping area, and open file storage area, and a service area and cashier’s window
 - An Open Meeting Room of 1,420 square feet
- In the center of the building is the 2,446 square-foot courtroom with an attached 83 square foot holding cell and a 737 square foot jury deliberation area to include an attached restroom.
- An entrance on each side of the building

2.2 **DELIVERY, INSTALLATION, AND REMOVAL**

2.2.1 **Contractor Responsibilities:** The Contractor should be prepared to obtain permits, deliver, install and obtain Certificates of Occupancy for the three (3) smaller mobile unit(s) by February 1, 2025 and the larger Courthouse unit by March 15, 2025.

2.2.2 **Delivery and Storage:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials during installation. The Unit will not assume any responsibility for receiving these shipments. The Contractor shall check with the appropriate Unit representative and make necessary arrangements for security and storage space during installation.

2.2.3 **Installation:** The Contractor shall provide an adequate number of well-qualified personnel to install the mobile units.

- The mobile unit(s) shall be anchored at time of delivery/installation in accordance with state and

local code and industry best practice.

- Skirting shall be installed at time of delivery and shall include enough skirting to provide full coverage of the mobile office unit(s) to ground level.
- Contractor is required to provide and install ADA compliant handicap ramp and normal stairs.
- Installation will be done in compliance with Unit's code requirements.

2.2.5 **Inspection of Final Product:** The Unit will conduct a final walk through once the installation is completed. The Unit will have 72 hours to complete the walk through and report any discrepancies or deficiencies to the Contractor. Any discrepancies or deficiencies shall be promptly and permanently corrected by the Contractor within ten (10) business days at the sole expense of the Contractor prior to final acceptance of work. Specification plan/sheets and wiring diagrams, marked to record all changes made during installation or construction must be provided prior to final inspection.

3.0. PROPOSAL PREPARATION AND SUBMITTAL

3.1 SUBMISSION GUIDELINES

3.1.1 Submission of Proposals

Completed Bid Proposals shall be submitted in a Sealed Envelope by mail or hand-delivered in person. Proposals must be received by the Madison County Manager's Office located at 107 Elizabeth Lane, Marshall NC 28753 by 4pm ET on January 17th, 2025 at which time and place a public bid opening and recording of bids will be conducted. It is the sole responsibility of the bidder to ensure that all bid proposals are received as set forth herein above; LATE PROPOSALS WILL NOT BE CONSIDERED PROPOSALS AND WILL NOT BE CONSIDERED. Proposals must be addressed as follows:

Mail or Hand Delivery:

Attention: Madison County Government

Modular Office Units Proposal

PO Box 579/ 107 Elizabeth Lane

Marshall, NC 28753

3.1.2 Validity

All Offerors submitting proposals agree that their proposal is **valid for a minimum of 120 days** after submission to the Unit. The Unit reserves the right to reject as unacceptable any offer that specifies less than 120 days of acceptance time.

3.1.3 Determination of Responsibility

In addition to the minimum qualifying criteria outlined in this RFP and any other criteria outlined in this RFP, the offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. The Unit reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Unit to provide additional information, references and other documentation and information that relates to the determination of responsibility. Failure of an offeror to furnish requested information as or when required may constitute grounds for a finding of non-responsibility of the prospective offeror.

3.1.4 Incurred Costs

Offerors submitting proposals do so entirely at their expense. There is no expressed or implied

obligation by the Unit to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the Unit or for participating in any selection interviews and contract negotiations.

3.2 PROPOSAL FORMAT AND CONTENT

Proposals should be prepared simply and economically, providing a straightforward and concise description of qualifications and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal along with the required Forms and Certifications contained in this RFP shall be bound and contained in a single volume (e.g., one PDF file). There must be **5 copies** of each complete proposal submitted by the deadline listed along with a digital copy (USB Drive) of all proposal documents submitted.

The Proposal must contain the following sections in the order presented, numbered and titled as they appear below.

Section I. Submit a Cover Letter containing the following information:

- Legal name and address of company
- Website URL of the provider
- Signature of individual who is authorized to bind the company contractually
- Name, title, address, phone number, and email address of the individual to whom correspondence and other contacts should be directed during the solicitation and selection process.

Section II. Company Information

A profile of the offeror's company, including size, corporate hierarchy, history of the firm including when the firm was organized and how (e.g. corporation, partnership), length of time in the industry, a list of services the firm provides, and location of the office from which the work will be provided. The profile should illustrate that the firm possesses the resources and capability to successfully perform the work required for this project. If the firm plans to utilize subcontractors for this contract, provide the above for all subcontractors included in the submittal team; identify the specific responsibilities of each project firm and describe how the prime contractor will ensure subcontractor performance.

Section III. Firm Experience and Personnel

Discuss the company's experience providing temporary mobile office facilities to similar customers.

List at least 3 and up to 5 references that have contracted with your organization for projects of similar size, scope and complexity. Include the following for each:

- Name and address of organization and point of contact information, including name, title, email address, phone number
- Dates and description of services provided
- Name of team members who worked on this project with their job title and brief description of their responsibilities

Provide a staffing plan that lists the key personnel involved in the completion of the services and describes roles and responsibilities of each, number of years employed with your firm, number of total years working in the industry, and any relevant licenses or certifications.

Section IV. Project Approach

- Describe your plan and methodology for providing the services as described in the Scope of Work
- Propose a realistic schedule for ordering, delivery, installation, permitting, and Certificate of Occupancy in terms of weeks from contract execution
- Include specifications/diagrams for proposed temporary facilities (office and storage units)
 - Offerors may propose various units and configuration that they feel may meet the Unit's needs
 - Provide a floor plan with measurements
- Provide copies of your firm's standard agreements/terms and conditions, including but not limited to all warranties and guarantees of operation.

Section V. Cost Submittal

- Prepare a Price Proposal that includes pricing to include all labor, transportation, supervision, equipment, material and supplies necessary to perform the services described in this RFP, including but not limited to:
 - Delivery and Installation
 - Total Purchase price per facility with total price for all listed
 - Please be clear which costs are one-time or recurring

Section VI. Exceptions

- If offerors have any exceptions to the RFP or additional provisions that they would like the Unit to consider, they should first seek clarification through the question-and-answer process. Any exceptions or additional provisions still remaining at the time of submission must be submitted with the proposal and cross-referenced with the RFP, including the offeror's rationale for making them. The Unit reserves the right to reject any and all vendor-proposed exceptions or additional provisions to the RFP without comment.

Section VII. Signed Forms and Certifications

- Include all signed forms and certifications in Attachment A in this section of your proposal. Forms may be signed and scanned for submission of your proposal. If an award is made to your firm, original copies may be requested.

4.0. EVALUATION OF PROPOSALS

4.1 EVALUATION AND AWARD OF CONTRACT. The Unit reserves the right to award a contract solely on the written proposal without further discussions. The Unit further reserves the right to reject any and/or all bids submitted. The contract will be awarded to the ***Lowest Responsible Responsive Bidder***. The Unit reserves

the right to cancel this RFP or reject proposals at any time, and to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.

Upon award notification, the successful offeror(s) shall submit to the Unit's representative all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the Unit, the Unit will forward a contract to the successful offeror for execution. Work shall not be started until the Successful Offeror receives a fully executed contract. If the successful offeror fails to execute the contract within ten (10) calendar days after receipt and submit the required insurance certificates, the Unit may, at its option, determine that the offeror has abandoned the contract and thereupon, the proposal and acceptance may be determined null and void. The Unit may also seek all available remedies at law and equity.

5.0 SPECIAL TERMS AND CONDITIONS

The following terms and conditions apply to this Request for Proposal, and by submitting its proposal, the offeror agrees to them without exception:

1. Confidentiality of Documents

North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Proposal are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a "trade secret," provided it meets the specific conditions as outlined in §132-1.2(1)a-d.

Madison County will attempt to withhold from public disclosure, or redact documents or information, designated "confidential trade secret" that clearly meet the conditions of NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, Madison County shall not be held responsible for any information that is released nor shall Madison County be held responsible for nor pay any penalty or expense in relation to information so released.

Any submission marked "confidential" or "trade secret" in its entirety may be rejected at the sole discretion of Madison County.

2. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Madison or pass through entity in accordance with federal policy.

3. Access to Records and Reports (applies to all contracts regardless of contract amount)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County or any of their authorized representatives access to any technical specifications, books, documents, papers, and records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the County or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract. All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing State and Local procurement guidelines including access to records, accounts, documents, information, facilities, and staff.

4. Insurance

The Vendor shall be responsible for its work and every part thereof. The Vendor assumes all risks of direct and indirect damage or injury to the property of persons used or damage or injury to the property of persons used or employed on or in connection with the work contracted for and all damage or injury to any person or property wherever located, resulted from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The selected Vendor shall purchase and maintain in force, with an insurance company licensed to do business in the State of North Carolina, at its own expense. Insurance that will protect the Vendor from claims which may arise out of or result from the Vendor execution of the work, whether such execution be by himself, the employees, agents, or by anyone for whose acts any of them may be liable. If any such work coverage by the contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman’s compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his subcontractors, employees, or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor or its forces as enumerated above.

I. Workers Compensation

Statutory limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease- Each Employee
\$500,000	Disease- Policy Limit

II. Commercial General Liability

Covering all operations involvement in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/ Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

III. Commercial Automobile Liability

\$1,000,000	Combined Single Limit- Any Auto
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IV. Professional Liability

\$1,000,000	Claims-Made
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The Vendor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of this Agreement.

5. Indemnification

The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, it's officers, employees, and agents free from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, and proceedings, or causes of action of every kind in connection with or arising out of this agreement and or the performance hereof that are due, in whole or in part, to the negligence of the Vendor, it's officers, employees, subcontractors, or agents. The Vendor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear other costs and expenses related thereto.

6. E-Verify

Effective September 4, 2013 North Carolina Local Government units are prohibited from entering into certain contracts unless the Vendor and the Vendors subcontractors, if any, comply with the requirements of North Carolina General Statutes (N.C.G.S) § 64-26(a). Prior to providing any services hereunder, Vendor and Vendors subcontractors, if any, are subject to the provisions of N.C.G.S §64-26(a). The Vendor agrees to fully comply with such statute and require Vendor's subcontractors, if any, to fully comply with such statute.

7. Additional Contract Provisions

All of the following clauses shall be included in any contract awarded as a result of this proposal.

6.0 FEDERAL TERMS AND CONDITIONS

CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE

1. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. FEMA requires inclusion of the following contract provisions for procurement, including under exigent or emergency circumstances. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
 2. **Termination for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under the contract, the Unit shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the Contractor terminate the Contract. If the Unit chooses to terminate the contract, the Unit will give written notice to the Contractor specifying the effective date of the termination. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Unit become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised.
- Notwithstanding, Contractor shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the Contractor without expense to the Unit. In the event of breach of the contract by the Contractor, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under the contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Unit may immediately cease doing business with the Contractor, immediately terminate the contract for cause.
3. **Termination for Convenience.** The Unit may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the Unit designates to be completed prior to the date of termination. The Contractor will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract.
 4. **Equal Employment Opportunity.** If this contract is a Federally Assisted Construction Contract as defined in 41 C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to

ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The Unit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UNIT 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 UNIT 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.

5. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$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 paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- e. Payroll and Records. The 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 the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- f. Exceptions. Pursuant to 40 U.S.C. 3701(b)(3)(A), none of the requirements of this Section 4 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.

6. Contractor and Subcontractor Compliance with the Clean Air Act.

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

7. Contractor and Subcontractor Compliance with the Federal Water Pollution Control Act.

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

8. Suspension and Debarment.

- a. Certification. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the Contractor certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) of the Contractor and the Contractor's principals are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
- b. Lower-Tier Transactions. The Contractor must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- c. Violation. This certification is a material representation of fact relied upon the Unit. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Unit, the federal government may pursue

available remedies, including but not limited to suspension or debarment.

9. Byrd Anti-Lobbying Amendment.

- a. No Lobbying with Federally Appropriated Funds. The Contractor certifies to the Unit, and Contractor shall cause each tier below it to certify to the tier directly above such tier, that it will not and has not used 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. This certification is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- b. Certification of No Lobbying with Federally Appropriated Funds. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) must file with Unit the certification in **Attachment 1** to this Addendum, which is incorporated by reference. The 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 incorporated by reference.
- c. Disclosure of Lobbying Activities with Non-Federal Funds. Contractors that bid or apply for a contract exceeding \$100,000 shall disclose, and shall cause each tier below it to disclose, using Disclosure of Lobbying Activities (Standard Form-LLL) any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This disclosure of lobbying activities is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

10. Procurement of Materials.

For contracts of \$10,000 or more, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, and shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in [FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\)](#).
- 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 Aug.13, 2020, from

- obligating 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 paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. 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;
 - ii. 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;
 - iii. 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
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - c. Exceptions. This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) 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.
 - d. Reporting requirements.
 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.
12. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the 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. For purposes of this clause, “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 State, and “manufactured products” mean 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.
 13. **Access to Records.** The Contractor agrees to provide the Unit, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Unit and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
 14. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.
 15. **No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Unit, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include the preceding sentence in each subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
 16. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to the Contractor’s actions pertaining to this contract.
 17. **Socioeconomic Considerations.** If subcontracts are to be let, the Contractor should consider small and minority businesses,

women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible. Consideration is defined by 2 C.F.R. § 200.321(b)(1)-(5).

- 18. License and Delivery of Works Subject to Copyright and Data Rights.** If this contract involves intangible property pursuant to 2 C.F.R. 200.315, the Contractor grants to the Unit a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Unit or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Unit data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Unit.
- 19. Providing Good, Safe Jobs to Workers.** Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.
- 20. Buy Clean.** The Unit encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Unit encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
- 21. Other Non-Discrimination Statutes.** The Unit is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Unit agrees to not using any federal assistance awarded by FEMA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with the Unit, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- a. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

- b. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
- c. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
- 22. Changes to Federal Requirements.** The Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 23. Modifications or Changes to the Contract.** Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant. All contract changes or modifications must be mutually agreed to in writing.

ATTACHMENT A
REQUIRED FORMS AND CERTIFICATIONS

[Remainder of page left blank]

**ATTACHMENT A-1
SIGNATURE FORM**

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this solicitation and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site/project requirements and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site/project requirements, will not be considered by the Unit. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he/she (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION?

() YES

() NO

Trade secrets or proprietary information is hereby submitted and identified. The offeror must provide the reasons for protection and exclusion based on North Carolina's public records law ([G.S.132-1.2.](#)) are set forth below. (Additional sheet may be added if necessary.)

Offerors should indicate on the line above or attached document the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary Information is asserted, Offerors shall submit One (1) Original and One (1) redacted copy (removing any proprietary data or material).** Clearly identify on the Cover Sheet the "Original" and "Redacted" copy."

Official Name of Company: _____

UEI (Unique Entity Identifier for SAM.gov) #: _____

North Carolina Secretary of State ID#: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

Email Address: _____

Federal Tax ID: _____

Signature of Authorized Representative for Firm, certifying that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

Print Name: _____ Title: _____

Signature: _____ Date: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ (Please Initial)

ATTACHMENT A-2
CERTIFICATION REGARDING LOBBYING
APPENDIX A, 31 C.F.R. PART 21

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