



ADDENDUM #2

October 9, 2024

TO: ALL POTENTIAL SUBMITTERS

FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER

SUBJECT: ADDENDUM #1 FOR RFP: Comprehensive Disaster Recovery, Financial and Grant Management Support, and Pre-Disaster Cost Recovery Planning Services

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 2

The following questions were asked by potential vendors:

1. Could the County confirm if Attachments A, B, and C need to be signed and submitted within the proposal response, or if submission of Attachments A, B, and C is only required upon contract award?
 - a. These are required for submission.
2. It appears that the Qualifications of Personnel section includes a "Project Accountant" position, however, this position does not appear to be included in the Cost Proposal table. Could the County confirm that a rate does not need to be provided for the "Project Accountant" position?
 - a. Please provide the rate for the project accountant.
3. Is there a page limit to the response? Could the County confirm if the page limit (if any) excludes the cover page, transmittal letter, table of contents, divider pages, and appendices?
 - a. Please do not exceed 25 pages.
4. Will Buncombe County consider alternate proposals for Disaster Relief Support?
 - a. If a vendor wants to submit a proposal for some but not all components listed in the RFP the proposal will be accepted.
5. What are the payment terms established?
 - a. Monthly invoice for services rendered in the prior month. Net 30 term.

6. Is there a budget set for this project?
 - a. A budget amendment to appropriate disaster response funding is forthcoming. Total cost cannot exceed 5% of total FEMA Public Assistance project costs (funding with Category Z).
7. Is the Emergency Operations Center (EOC) open?
 - a. Yes
8. How many people are currently staffing the EOC?
 - a. Approximately 120.
9. Is the Emergency Management Agency separate or a part of another department? For example, the Fire Department.
 - a. Emergency Services Department
10. Is there a charter on file for Emergency Management Responsibilities?
 - a. Buncombe County has an Emergency Management ordinance https://library.municode.com/nc/buncombe_county/codes/code_of_ordinances?nodeId=COOR_CH21EMMA
11. How can my company be considered for teaming opportunities to assist on this contract?
 - a. You are welcome to submit a proposal for components of the RFP. Vendors are responsible for outreach to Primes to negotiate teaming opportunities.
12. Can we submit a proposal for the select services within the RFP that we can provide as a small business if we cannot locate teaming opportunities with large Primes?
 - a. Yes
13. The market of prospective vendors who are qualified to perform the various scopes of work includes contractors who also provide services to the federal government, FEMA, and the State of NC with direct oversight of the grants and work which Buncombe County will pursue. There are both real and likely perceived conflicts of interests at play. Will Buncombe County disqualify vendors who have such conflicts? Will Buncombe County require prospective vendors and proposers to disclose contracts where they perform grantee or grantor functions for FEMA or the State of NC?
 - a. Vendors are required to disclose services provided to FEMA or the State of North Carolina that could be perceived as a conflict of interest.

14. Does Buncombe County intend for the prospective contractor to manage insurance claims and the insurance related issues that intersect with Federal funding?
 - a. Buncombe County will manage the insurance claims, but need assistance with insurance issues that may intersect with federal funding.
15. Does Buncombe County intend for the prospective contractor to manage volunteers and donations and the concomitant impact on funding streams, including foreseeable cost-share implications?
 - a. No
16. To what extent will the prospective manage or oversee response activities, including remediation, mass care, sheltering, temporary facilities, temporary repairs, debris collection, and debris monitoring?
 - a. Vendor will manage cost recovery for stated activities.
17. Has Buncombe County contemplated a procurement strategy for architectural, engineering, design services, and construction services? Will the prospective contractor assist in development of procurement strategies and associated implementation?
 - a. Prospective contractor expected to advise in these areas.
18. Are prospective contractors required to be registered to do business in the State of NC at the time of proposal?
 - a. Yes
19. The RFP cites an aspirational goal for goods and general services contracts with MBE firms. Further, the RFP states that "it is expected that documents will reflect that every effort has been made to conduct inclusive outreach". This falls short of the affirmative steps required for 2 CFR compliance. Additionally, does this mean that our proposal should include anything specific to demonstrate the requirement has been met? If so, what is the specific requirement.
 - a. This section was included in error bidders should follow section titled "Disadvantage Business Enterprises (DBE)" page 29
20. Does Buncombe County have any existing grants management system or financial management system that is contemplated for integration by the prospective vendor?
 - a. Buncombe County Finance staff will work with vendor to provide all expenditure and procurement data needed for FEMA Public Assistance documentation.
21. Does Buncombe County anticipate one award or is multi-award possible?
 - a. Dependent upon proposals received. Preference would be for one award.
22. What City services does Buncombe County provide to the citizens of Buncombe County?

- a. Buncombe County does not provide City services.
23. What is the anticipated mobilization date of the prospective contractor?
- a. No later than November 1, 2024.
24. Does Buncombe County have available space and requisite facilities to allow some degree of contractor co-location with city staff?
- a. Contractor will work with County staff as opposed to City staff. Co-location is negotiable.
25. To what extent will Buncombe County allow remote support staff to perform work on the Contract?
- a. Remote support is negotiable but preference will be given for proposals providing on-site services
26. What city department and/or staff will have day to day oversight of this contract?
- a. Day-to-day oversight provided by County staff not City staff.
27. Will the scope of work cover any subsequent disasters or emergencies during the contract period?
- a. No. If subsequent disasters necessitate Recovery support a separate RFP will be issued.
28. Will Buncombe County consider an objective formula and standard pricing rubric for the cost criterion?
- a. Yes
29. Will the County release Statements of Work from this contract for required tasks/projects?
- a. More detailed guidance will be provided as damage inventory is completed and projects are identified.
30. Will the selected vendor(s) be precluded from responding and delivering statewide emergency response work?
- a. Not unless the State determines they should be precluded because of a conflict of interest.
31. Will the selected vendor(s) be precluded from responding and delivering to the City of Asheville emergency response work?
- a. Not unless the City decides to do this.

32. Does the County envision the vendor assisting with the County's use of both FEMA funding and eventual CDBG-DR assistance that would be allocated directly or indirectly?

a. Yes

33. Does the County envision the vendor assisting with planning and project management with respect to repairing damaged public infrastructure?

a. Yes

34. Under section 4.A, there is a statement that "The qualifications of the prime contracting firm must include, at minimum, the following:" We want to confirm that these qualifications can be supported as the whole prime team, including subs.

a. Staffing qualifications can include subs.

35. Qualifications of Personnel includes Project Accountant at 5+ years of experience; however, the table for costing does not include this position. Please confirm that this position is to be included in the cost proposal.

a. Yes, include Project Accountant in Cost Proposal.

36. What systems does the County currently use for financial systems? Are you currently able to track employee straight time and overtime accurately?

a. Buncombe County uses Workday. We are able to track employee straight time and overtime.

37. Are you currently able to track usage of Force Account equipment and materials being used for response and recovery operations?

a. Force account equipment usage is being tracked at the department level.

38. Can the staff provided in the response be modified after the contract award?

a. So long as it doesn't alter the level of experience and qualification.

39. Can the County provide a sample contract as part of the addendum?

a. Standard terms and conditions can be included as an addendum.

40. Per RFP Section 10, pg. 14, County advises that "Upon completion of the evaluation and recommendation for award, the selected vendor will be required to execute a general services contract." Will the County provide a copy of the general services contract pre-award? Are these terms negotiable?

- a. Attached is a sample of our general service contract as well as an addendum for the use of Federal funds.
41. Pursuant to the non-appropriation clause on RFP page 15, please confirm that the County will not issue any work orders to Contractor without adequate funding and confirmation of the same. County shall issue work orders up to and not exceeding the funding secured. Please confirm, that Contractor will be paid for all work ordered by County and performed prior to the County's notice of termination due to the lack of funding.
- a. Contractor should not exceed the agreed amount of the contract. Any increase will be in the form of a pre-audited addendum or work order.
42. May respondents use 11" x 17" page size in addition to 8.5" x 11" pages?
- a. Please use 8.5" x 11"
43. Please identify any outside assistance the County had in preparing this RFP?
- a. The County used the RFP issued by the City of Asheville as a template.
44. Who is on the Evaluation Committee?
- a. The evaluation committee consists of Recovery, Grants Management and County Management staff.
45. What is the maximum email size the County's system can accept?
- a. The County's capacity for email attachments is 9mb.
46. What is the estimated timeline for an award decision?
- a. October 25, 2024
47. Please confirm that Proposer's can edit the Cost Proposal if more space is needed for additional Labor Categories, etc.
- a. Yes

END OF ADDENDUM #2

RFP Comprehensive Disaster Recovery, Financial and Grant Management Support, and Pre-Disaster Cost Recovery Planning Services

ATTACHMENT A

**SAMPLE CONTRACT
TEMPLATE FOR
BUNCOMBE COUNTY**

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Contract Request ID: {---Request ID---}
Fiscal Year: {---County Fiscal Year---}
Project: {---Contract Title---}
Supplier: {---Company Name---}

THIS AGREEMENT is entered into this {---Contract Effective Date---} by and between Buncombe County, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County"), and {---Company Name---} (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Effective Period: This Contract shall be effective on {---Contract Effective Date---} and shall terminate on {---Contract End Date---}.
2. Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the County. The Contractor must, upon request, provide the names of all owners, managers, and management entities, including those of any subcontractor, which are used in the performance of and compliance with the terms and conditions of this contract.
3. Subcontracting: The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the County. Only the subcontractor specified in the written approval documents are permitted upon award of the subcontract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. Any approved subcontractor shall also be subject to all terms and conditions of this Contract. The Contractor is ultimately responsible for providing the services of this Contract and shall be responsible for the performance of all of its subcontractors, agents, and employees.
4. Conflict of Interest: Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract. The term "public officer" is defined as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.
A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that

action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

By signing this agreement, the Contractor certifies there is no conflict of interest.

5. Contract Administrators: All notices permitted or required to be given by one party to the other and all questions about the Contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, and email address (if available) of the parties' respective initial Contract Administrators are set out below. Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

- a. Contract Administrator for the Contractor:

{---Contact Name---}

{---Contact Title---}

{---Contact Address---}

{---Contact City---}, {---Contact State---} {---Contact Postal Code---}

{---Contact Phone---}

{---Primary Contact Phone---}

{---Contact Email---}

- b. Contract Administrator for the County:

<Contract Administrator Name>

<Contract Administrator Title>

<Contract Administrator Address>

Office: <Contract Administrator Phone >

Mobile: (828) 555-5555

<Contract Administrator Email>

- c. Contractor agrees to contact the County's Contract Administrator immediately with any problems or questions regarding any of the location sites.

6. Amendment: This Contract may not be amended orally or by performance. Any amendment or modification shall be made in written form and executed by duly authorized representatives of the County and the Contractor.

7. Confidentiality: Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information, including but not limited to confidential personnel information, it will safeguard and not further disclose the information except as provided by law.

8. Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract. Contractor agrees to indemnify and hold harmless County, its officers, agents, and employees from any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from this Contract or from any breach or default on the part of Contractor in the performance of any part of this Contract, or from any act or negligence of Contractor, its officers, agents, servants, employees, or subcontractors unless caused by the negligence of County or its agents. In case of any action, suit, or proceeding brought against County, its officers, agents, or employees by reason of any such claim, upon notice from County, Contractor agrees and covenants to defend such action, suit, or proceeding by counsel reasonably satisfactorily to County. Contractor's obligation and responsibility under this section shall survive the termination of this Contract.

9. Insurance:

a. Contractor agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

- i. **Worker's Compensation.** Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- ii. **Employer's Liability.** Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.
- iii. **Commercial General Liability.** Insurance covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County shall be named as an additional insured under the policy.
- iv. **Professional Liability.** Insurance covering the Contractor for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim with a \$2,000,000 aggregate. The policy shall remain in effect two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

- v. **Business Automobile Liability.** Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

- vi. **Crime Policy.** Covering acts of employee dishonesty, forgery or alteration and computer fraud with minimum limit of \$1,000,000 per loss. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 - 1. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - 2. The bond or policy shall not contain a condition requiring an arrest and conviction.

- vii. **Property.** Contractor shall not be obligated to maintain property insurance on Contractor's furnishings, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Contractor and of persons claiming by, through, or under Contractor which may be located on County property shall be at the sole risk and hazard of Contractor and no part of loss or damages to such property from whatever cause shall be the responsibility of, charged to, or borne by the County.

- viii. **Umbrella/Excess Liability.** If the underlying liability policy limits are less than those required, Contractor may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying policies herein. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance if applicable.

10. Additional Insurance Provisions:

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Contractor shall provide the County with certificates of insurance on an approved form, evidencing the above amounts. Buncombe County shall be named as additional insureds under the commercial general liability policy. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Buncombe County are additional insureds on insurance required from subcontractors.

Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under this Agreement.

Nothing in this section is intended to affect or abrogate Buncombe County’s governmental immunity.

11. Termination: Either party may terminate this Contract for any reason, or for no reason, by giving the other party thirty (30) days written notice or immediately by giving the other party written notice for cause.

12. Scope of Work:

County shall:

- a. Provide access to the following Buncombe County buildings located in Asheville, NC:
 - ix. Address, Asheville, NC 28801 (if applicable)
- b. Make payment to the Contractor for services purchased as described in this Contract.
- c. _____

Contractor shall:

- a. Provide the following services as outlined in “Attachment A” to this Contract. If there are conflicting terms in the Attachment, this Contract shall control.

13. Payment:

- a. Payment from the County to the Contractor under the terms of this Contract will be up to a maximum of \$ {---Request Amount---}. Fiscal management of the direct provision of service will be the responsibility of the Contractor.
- b. The Contractor will be paid in {---Frequency of Payment---} payments of \$ {---Fixed Payment Amount---} and as outlined in “Attachment B” to this Contract. If there are conflicting terms in the Attachment, this Contract shall control.
- c. Contractor shall be solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of this Agreement and in no event shall County reimburse Contractor for any such costs or expenses.
- d. Payment by County under this Contract shall be subject to apportionment in the County’s budget for this Contract. The failure or refusal of the Board of Commissioners of Buncombe County to apportion funds for payment to Contractor under this Contract shall not constitute breach and shall entitle County to immediate termination of the Contract. Appropriation

14. Compliance with Laws:

- a. Contractor shall comply with all state, federal, and local laws, ordinances, codes, rules, and regulations governing performance of this Contract, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, and North Carolina State Building Code regulations.
- b. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as applicable.
- c. Recipients of Buncombe County funds must ensure that any program that involves explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, and/or proselytization) is separate and distinct from the program that receives direct Buncombe County Funds, and that the distinction is completely clear to the beneficiary (or any potential future beneficiary). Further, recipients of Buncombe County funds shall not discriminate against any beneficiaries (or any potential future beneficiaries) of the goods, services, or disbursements funded by this Contract on the basis of any beneficiaries’ (or potential future beneficiaries’) religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin.

15. Legal Proceedings: Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of

Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this Contract. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina. This Contract and any claims, disputes, or other matter arising thereunder shall be governed by the laws of the State of North Carolina.

16. Non-Waiver: The waiver by either party of a breach or violation of any provision or paragraph of this Contract shall not operate as, or be considered to be, a waiver of any subsequent breach of the same or other provision or paragraph herein.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this ____ day of _____, 20____

My commission expires: _____

Notary Public

BUNCOMBE COUNTY

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this ____ day of _____, 20 ____

My commission expires: _____

Notary Public

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Buncombe County Finance Director

ATTACHMENT A: SCOPE OF WORK

Contractor Shall:

ATTACHMENT B: FISCAL PROVISIONS

ADDENDUM FOR FEDERALLY FUNDED CONTRACTS OR PURCHASE ORDERS

The following provisions apply to all contracts or purchase orders which are paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

Federal Uniform Guidance

Portions if not all of this contract shall be Federally funded, therefore the contract shall follow the requirements under 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II. During the performance of this contract, the contractor agrees as follows:

I. Equal Employment Opportunity

(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 applicant 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 applicant 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 applicant 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 applicant 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 applicant 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.

II. Compliance with the Davis-Bacon Act

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program (Coronavirus State and Local Fiscal Recovery Funds).

III. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

(1) 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.

(2) 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.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.

(4) 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.

V. Clean Air Act and the Federal Water Pollution Control Act¹

(1) Clean Air Act

- a. 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.
- b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(2) Federal Water Pollution Control Act

- a. 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.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

VI. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). To determine if a person or organization is excluded or disqualified one may go to the System for Award Management Exclusions webpage at SAM.gov.

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VII. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

VIII. Domestic Preferences

Per Federal Uniform Guidance 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (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 coatings, 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.

IX. Prohibition of certain telecommunications & video surveillance services or equipment

Per Federal Uniform Guidance 2 C.F.R. § 200.216, for the purpose of a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system is prohibited from purchasing 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).

X. Not to exceed

The County will compensate the CONTRACTOR a maximum amount of _____.

I understand and accept the conditions of this addendum to the terms in the original letter of offer.

CONTRACTOR

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

¹ This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

