



REQUEST FOR PROPOSALS
WORK FIRST TRAINING SERVICES
RFP #13-002

ISSUE DATE: **December 30, 2011**

ISSUING DEPARTMENT: Durham County Department of Social Services
Business Office
220 E. Main Street
Durham, NC 27701

Proposals will be received until **2:00 P.M., on March 9, 2012** to provide **short term skills training to Temporary Assistance for Needy Families (TANF) eligible clients in the Work First Program of the Durham County Department of Social Services (DCDSS) and job placement for trainees completing training.**

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

Judy M. Carden, Contracts Administrator
Durham County Department of Social Services, Business Office
PO Box 810, Durham, NC 27701-0810
Phone: 919-560-8118
Email: jcarden@durhamcountync.gov

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Bidder to ensure that its proposal reaches the Durham County Department of Social Services, Business Office by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: _____ Date: _____

Address: _____ Email: _____

_____ Phone: _____

Applicant's Name: _____
Typed/Printed

Applicant's Signature: _____
Black Ink

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I. INSTRUCTIONS TO BIDDERS

1. In order for a proposal to be considered, it must be based on terms, conditions and specifications contained herein and must be a complete response to this RFP. **One (1) original and ten (10) copies** of each proposal shall be submitted to the Issuing Department. The original RFP shall be stamped "ORIGINAL". The copies should consist of all documents that are included in the "Original" RFP. No other distribution of the proposal shall be made by the Bidder. Proposals shall be limited to **twenty (20) single-sided pages or less**, and signed by an authorized representative. A letter of introduction, forms, reports, brochures, dividers, and detailed resumes are not counted in the 20 single-sided pages requirement. Each proposal should be bound in a single volume with all relevant documentation. Pages should be numbered and sections tabbed appropriately. Durham County Department of Social Services may elect to require oral presentations after receipt of the proposals.
2. **PRE-BIDDERS CONFERENCE:** A Pre-Bidders Conference will be held from **9:00 A.M. to 11:00 A.M.**, on **February 7, 2012**, in the **County Commissioners Chambers** located at **200 East Main Street, Durham, NC 27701**. The purpose of this Conference is to allow all potential Bidders an opportunity to present questions and obtain clarifications relative to RFP solicitation with Durham County Department of Social Services.

While attendance at this conference will not be a prerequisite to submitting a proposal, **all potential bidders are strongly encouraged to attend and read the entire solicitation in advance.**

Questions and responses taken during the Pre-Bidders Conference will be posted on the DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES Website (www.durhamcountync.gov/departments/dssv) within 48 hours. Any changes to the original RFP resulting from this Conference will be issued in a written Addendum to the solicitation and posted on the DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES Website (www.durhamcountync.gov/departments/dssv).

All communications between the Durham County Department of Social Services Business Office and prospective Bidders shall be in writing.

3. Proposals will be received until **2:00 P.M. on Friday, March 9, 2012**. Proposals shall be dully marked and/or identified with Bidder Name, Address and RFP Number.
4. All Bidders shall complete and submit the Vendor Application/ W-9 Form. This information will be used to create or update the County's electronic vendor profile files.
5. A Performance Bond and Bid Bond **will not** be required for this project.
6. Questions concerning M/WBE should be directed to Pamela Gales, Assistant Purchasing Manager, at (919) 560-0059.
7. Durham County has established the following goals for the expenditure of funds with M/WBE's.

Industry	Ethnicity/Race/Gender				
	African American	Asian American	Hispanic American	Native American	Women-Owned
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%

Each Bidder shall make good faith efforts to subcontract the established percentage stated with small business concerns, owned and controlled by M/WBEs. The Bidders are required to submit information about participating M/WBEs with their Bid on the enclosed forms Affidavits A through D and Appendix E. The information shall include the name and address of each M/WBE, a description of the work to be performed by each, and the dollar value of the work to be performed by each. Any Bidder who fails to achieve the indicated M/WBE participation goal stated above is required to provide documentation demonstrating that good faith efforts were made in an attempt to meet the established goal. Any Bid that does not include M/WBE information and documentation may be considered non-responsive. A complete copy of the County's Minority and Women Business Enterprise ordinance may be obtained by contacting the Purchasing Division at (919) 560-0051.

A M/WBE is a business that is at least 51% owned and controlled by minority group members or women. A M/WBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the M/WBE requirement. In addition, the M/WBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

a "Black American"; a person having origins in any of the black racial groups of Africa;

a "Hispanic American"; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

a "Native American Indian tribe"; a federally recognized Indian tribe means a Indian tribe, or band, nation, racheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

8. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the Issuing Department, and a written addendum shall be issued. DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES will not be responsible for any oral instructions. Acknowledgment of any addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.
9. DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES reserves the right to reject any and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder.
10. The Bidder shall not represent itself to be an agent of the Durham County Department of Social Services.
11. The following forms and information must be returned with your Bid Proposal. If any form is not applicable to your proposal, please indicate by N/A on form and return.

- **One (1) original and ten (10) copies of the Bid response**
- **Bid Form (Addenda issued must be acknowledged on the Bid Form)**
- **Non-Collusion Affidavit**
- **Vendor Application/W-9 Form**

- **Responses to the Qualifications and Submission Requirements**
- **M/WBE Forms:**
 - **Affidavit A and C** is required to be submitted with your bid/proposal if your company has M/WBE participation.
 - **Affidavit B** is required if your company has no opportunity to sub-contract and will compete all work with their own work force. No other Affidavits must be returned.
 - **Affidavit D is to be submitted only by the apparent lowest responsible, responsive bidder within 72 hours after bid closing date.**
 - The apparent lowest responsible Bidder shall file within 30 days after the award of the contract a list of all identified subcontractors that the contractor (Bidder) will use on the project.
- **Federal Certifications** (*Submit Triplicate Originals*)
- **Conflict of Interest Policy** (*Submit Triplicate Originals*)
- **No Overdue Taxes** (*Submit Triplicate Originals*)
- **Notice of Certain Reporting & Audit Requirements** (*Submit Triplicate Originals*)
- **Verification of 501(C)3 Status or Tax ID Number** (*Submit Triplicate Originals*)

The above information must be provided as required. Failure to submit these documents may be grounds for rejection of the bid/proposal.

END OF INSTRUCTIONS TO BIDDERS

SCOPE OF WORK 2012-2013

WORK FIRST TRAINING SERVICES

1. **INTRODUCTION/PURPOSE/BACKGROUND:** The purpose and intent of this Request for Proposals (RFP) is to solicit proposals from qualified Contractor(s) to establish a contract to provide short term skills training to Temporary Assistance for Needy Families (TANF) eligible clients in the Work First Program of the Durham County Department of Social Services (DCDSS) and job placement for trainees completing training.

OUTCOMES:

- Short term skill training to result in job placement of Work First clients
- Work First participants trained and prepared to enter the workforce
- Completed job readiness and job skills assessments for all referrals
- Provide job coaching to clients trained
- Recruit job placements for Work First clients trained
- Arrange job interviews for Work First clients trained
- Submit weekly progress reports of trainees
- Provide instructors for training
- Place clients trained in jobs from minimum wage to the living wage adopted for Durham County
- Provide clients trained with referrals to job fairs
- Provide monthly reports to DCDSS of services provided to clients trained

The initial term of the contract is from **July 1, 2012** through **June 30, 2013** with the option to renew by the DCDSS for one (1) successive one (1) year periods under the same terms and conditions. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided.

2. **TARGET POPULATION(S)/STATEMENT OF NEED(S)/SERVICE DESCRIPTION:** Population served will be the result of referrals from DSS staff of TANF eligible Work First clients in need of short term training that will lead to employment. Training provided is to be based on job opportunities available and expected for the job market in Durham County that would match the skill levels of Work First participants.
3. **QUALIFICATIONS/REQUIREMENTS OF BIDDERS:** Bidders must have previous training experience that has resulted in trainees obtaining employment. Historical data of percentage of trainees completing training, placement rate data and average salary rates for trainees will be requested to be made available.
4. **INVOICE PAYMENT:** This agreement is deemed a requirements contract and as such department agrees to use the contractor, non-exclusively, for services as set forth herein. DCDSS agrees to pay contractor at the rates specified for services performed to the satisfaction of DCDSS the resulting contract. Contractor shall submit an itemized invoice to DCDSS by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by DCDSS.

5. **RENEWAL PROCESS:** This contract may be renewed by the DCDSS for a period of one (1) additional one (1) year periods under the terms and conditions on the original contract. Price increases may be negotiated only at time of renewal. Written notice of the intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
6. **DCDSS DESIGNATED POINT OF CONTACT:** David Elin, Work First Program Manager (919) 560-8331
7. **PROCESS FOR ENTERING/EXITING/COMPLETING SERVICE:** DSS staff will refer clients to short term skills training. Contractor will be expected to provide weekly reports of trainees. Contractor will also report monthly clients trained and placed.
8. **MONITORING PLAN SCHEDULE:** Contract monitoring will occur quarterly based on a monitoring plan developed jointly by the agency's Quality Assurance and Training monitor, program staff and the contractor.
9. **CONTRACTOR RESPONSIBILITIES:**
 - Short term skill training for Work First clients
 - Provision of job readiness and job skills training
 - Job skills assessments of trainees
 - Identification of employers for job placements of trainees
 - Placement of 85% of trainees that completed training in jobs from minimum wage to at or above the adopted living wage for Durham County
 - Provision of weekly written progress reports of trainees
 - Provide instructors for training
 - 75% of clients referred will be expected to complete training
 - Provide retention follow-up services for up to 90 days after job placement of trainees
 - Attendance as requested to DSS staffing or team meetings
 - Provide feedback to DSS within 3 days of missed training, attendance or performance problems
 - Provide reports to DSS within 5 days of the completion of training sessions identifying trainees completing training, assessments conducted on trainees, job search conducted by individual trainees, and job placement information of trainees
10. **DCDSS RESPONSIBILITIES:**
 - DCDSS will determine eligibility and refer clients to be served
 - DCDSS will provide consultation on Work First and technical assistance as needed
 - DCDSS will track referrals made and authorize all funds for payment
 - DCDSS will be required to complete a referral form for all clients referred to the Contractor
 - DCDSS will be expected to follow-up on reports of attendance and/or performance problems of trainees
 - DCDSS will monitor the performance of the provider
 - DCDSS may conduct site visits of training locations
11. **LOCATION OF TRAINING:** Unless otherwise agreed in writing by both the Contractor and DCDSS, training services provided under this agreement will occur at the Contractor's facility located in the proposal.
12. **LIST OF DELIVERABLES:** The Contractor will be required to provide to DCDSS monthly reports detailing clients served and services provided.

13. **SPECIAL STAFFING/TECHNICAL/EQUIPMENT NEEDS:** The Contractor will need to be experienced in providing training. The Contractor shall furnish all necessary policies and procedures, supervision, labor, tools, materials, supplies, and subcontractor services required to educate clients and secure them future employment.

14. **DRUG FREE WORKPLACE:** The Contractor(s) acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on Durham County property is prohibited.

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs, and;
- Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor(s) further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County of Durham in addition to any criminal penalties that may result from such conduct.

15. **BEHAVIOR OF CONTRACTOR'S PERSONNEL:** The County of Durham is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County.

All Contractors performing work/services at a Durham County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form at the County of Durham.

If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.

16. **CANCELLATION OF CONTRACT:** DCDSS reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

17. **QUALIFICATIONS OF OFFERORS/BIDDERS:** The DCDSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to DCDSS all such information and data for this purpose as may be requested. DCDSS reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. DCDSS further reserves the right to reject any proposal if it determines based on the evidence submitted by, or investigations of bidder, that such Bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. **Multiple contracts may be awarded to separate vendors under this RFP. Contracts may be awarded as "requirements contracts".** Under a requirements contract, the contractor is verified to have met the requirements necessary to provide services under the contract on an as-needed basis

at an agreed upon rate per referral. DCDSS will not provide a guaranteed dollar amount or referral volume under a requirements contract.

II. QUALIFICATIONS AND SUBMISSION REQUIREMENTS

Durham County Department of Social Services will receive written responses until **2:00 P.M.** on **March 9, 2012**, at the Department of Social Services lobby, located at 220 East Main Street, Durham, NC 27701. **Responses received after this time will not be accepted.**

Responses submitted should be concise and shall be limited to a **maximum of 20 pages**. A letter of introduction, section dividers, detailed resumes are not included in this limit. All respondents shall address the following, as a minimum, and should conform to the numbering system used below:

1. Letter of transmittal, identifying contact person.
2. Statement substantiating the firm's understanding of project objectives and task assignments.
3. Explanation of your approach to or general methods used to do the work.
4. Firm or Individual background and history.
 - a. Brief history of the firm or individual.
 - b. Resumes of principles and key personnel.
5. A listing of similar work performed by your firm over the last 5 years.
6. Proposed project manager (person directly responsible for production of work).
7. Three (3) client references.
8. Proposed M/WBE utilization with an explanation of their involvement in the work.
9. Describe previous litigation or arbitration in which your firm has been involved during the past five (5) years.
10. Describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.
11. Provide a statement acknowledging your firm's understanding of Durham County's Living Wage Policy (Refer to Attachment J).

III. Evaluation and Award Criteria

1. Evaluation Criteria

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract
- b) Qualifications of staff to be assigned to this project
- c) Specific plans and methodology for providing the proposed services
- d) References
- e) Financial stability
- f) Price -- please include a detailed budget
- g) Compliance with Durham County Living Wage Policy
- h) Training Requirements
- i) Compliance with Durham County M/WBE Requirements
- j) Submission of complete packet

2. Award of Contract

Durham County Department of Social Services reserves the right to award to multiple Contractors or to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but shall not be the sole determining factor. Once the proposals are ranked and the most responsive, responsible proposal(s) are determined, Durham County Department of Social Services may conduct further negotiations, and/or request presentations to assist in the clarification of contract terms and conditions.



LEGAL NOTICE

WORK FIRST TRAINING SERVICES

REQUEST FOR PROPOSALS (RFP #13-002)

Pursuant to North Carolina General Statutes 143-129, Durham County Department of Social Services will receive proposals for **WORK FIRST TRAINING SERVICES (RFP #13-002)** until **2:00 P.M. on March 9, 2012**, in the Department of Social Services Lobby, located at **220 East Main Street, Durham, North Carolina, 27701**. No bids will be accepted after the official time and date.

There will be a Pre-Bidders Conference held on **February 7, 2012** from **9:00A.M. to 11:00A.M.**, in the **County Commissioners Chambers** located at **200 East Main Street, Durham, North Carolina, 27701**.

Copies of the solicitation may be obtained by contacting Judy Carden, at the Department of Social Services Business Office at (919) 560-8118 or jcarden@durhamcountync.gov.

The Durham County Department of Social Services reserves the right to accept or reject, in whole or in part, such bids/proposals as appears in its judgment to be in the best interest of the Durham County Department of Social Services.

Publication Date: January 8, 15, 22 and 29, 2012

PROPOSAL FORM

The Durham County Department of Social Services invites your sealed proposal for:

WORK FIRST TRAINING SERVICES (RFP #13-002)

To be received until **2:00 P.M. on Friday, March 9, 2012** in the Lobby of the Department of Social Services, 220 East Main Street, Durham, North Carolina 27701.

=====

In accordance with the attached instructions, terms, conditions, and specifications, we submit the following proposal to the Durham County Department of Social Services.

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PROPOSED COSTS (Please include a detailed budget)

\$ _____

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature: _____

Printed Name: _____

ADDENDUM ACKNOWLEDGEMENT

Receipt of the following Addendum/Addenda is/are acknowledged:

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature: _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina
Durham County Department of Social Services

I _____, being first duly sworn, deposes and says that:

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

Signature of Bidder

Date

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

(SEAL)

TITLE

Notary Public
My Commission Expires _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, 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 race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting 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 setting forth the provisions of the nondiscrimination clause.
- B. 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, handicap, age, color, religion, sex, or national origin.
- C. 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 labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such 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 Durham County Social Services contracts.
- E. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Durham County Board of Social Services so that such provisions will be binding such subcontractor or vendor.

M/WBE FORMS
(Affidavits A-D and Appendix E)
On following pages

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of _____
(Name of Offeror)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended prebid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Offeror's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

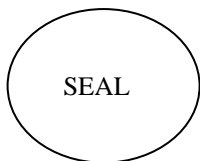
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS

State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

COUNTY OF DURHAM

Affidavit of _____
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for
the _____ contract.
(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

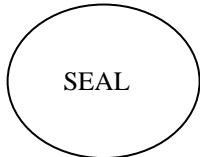
The Offeror agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

ATTACH TO BID - IF YOU HAVE M/WBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Ethnicity/Race/Gender Industry	African American	Asian American	Hispanic American	Native American	Women-Owned
Construction	2.61%	N/A	N/A	N/A	3.98%
Construction Subcontracting	14.67%	N/A	2.14%	N/A	10.76%
Professional Services (including Architecture and Engineering)	N/A	N/A	N/A	N/A	N/A
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%
Goods/Supplies	N/A	N/A	N/A	N/A	12.05%

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)

Project ID No. _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name(Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

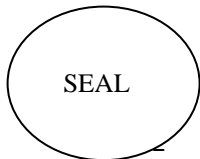
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID
(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If you do not meet the M/WBE Goal, the Bidder shall provide the following documentation of his Good Faith Efforts within **72 hours** after notification of being the low bidder.

State of North Carolina AFFIDAVIT D - Good Faith Efforts
COUNTY OF DURHAM

Durham County Goals for M/WBE Participation in the Procurement of goods, Services, and Construction

Industry	African American	Asian American	Hispanic American	Native American	Women-Owned
Construction	2.61%	N/A	N/A	N/A	3.98%
Construction Subcontracting	14.67%	N/A	2.14%	N/A	10.76%
Professional Services (including Architecture and Engineering)	N/A	N/A	N/A	N/A	N/A
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%
Goods/Supplies	N/A	N/A	N/A	N/A	12.05%

Affidavit of _____
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of _____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name (Street Address/Zip/Telephone)	*Minority Category	Work description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.

- I. Letter documenting proposed assistance offered to minority business in need to equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

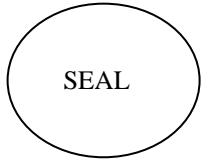
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this ____ day of _____ 20____
Notary Public _____
My commission expires _____

APPENDIX E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Total Contract Amount	Amount Paid this Period	Total Payment Amount to date	Percentage of Work Completed	Scheduled Start Date	Scheduled End Date

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

Date: _____ Approved/Certified By: _____

Name

_____ Title

_____ Signature

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT

NORTH CAROLINA

REQUIREMENTS
CONTRACT

DURHAM COUNTY

DEPARTMENT OF SOCIAL SERVICES

THIS CONTRACT is made, and entered into this the ____ day of _____, 2011, by and between the **DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES**, (hereinafter referred to as "DEPARTMENT"), and _____ a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** DEPARTMENT desires to enter into a requirements contract with the CONTRACTOR for _____ (as defined herein) at specified rates and prices. CONTRACTOR hereby agrees to provide the services and/or materials under this contract on an as needed basis pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The DEPARTMENT will perform on-going contract monitoring to ensure that the terms of this Contract are complied with. Contract monitoring will occur quarterly based on a monitoring plan developed jointly by the agency's Quality Assurance and Training monitor, program staff and the contractor.

- 2. TERM OF CONTRACT.** The Term of this contract for services is from _____ to _____ unless sooner terminated as provided herein. This contract may be renewed by the DEPARTMENT for a period of one (1) additional one (1) year periods under the terms and conditions on the original contract. Price increases may be negotiated only at time of renewal. Written notice of the intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

This contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the Term upon thirty (30) days notice in the event such funds become unavailable.

- 3. PAYMENT TO CONTRACTOR.** This Agreement is deemed a requirements contract and as such DEPARTMENT agrees to use the CONTRACTOR, non-exclusively, for _____ services as set forth herein. DEPARTMENT agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the DEPARTMENT, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to DEPARTMENT by the end of the month during which Services are performed. Payment will be processed promptly upon receipt and approval of the invoice by DEPARTMENT.
- 4. INDEPENDENT CONTRACTOR.** DEPARTMENT and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of DEPARTMENT for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the DEPARTMENT and its officials, agents, and employees from and against all

claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and
Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the DEPARTMENT a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. 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 the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by DEPARTMENT, and CONTRACTOR may be declared ineligible for further DEPARTMENT contracts.
8. **LIVING WAGE.** Unless otherwise exempt, CONTRACTOR shall comply with the Durham County's Living Wage Policy (the "Policy"). Pursuant to the Policy, CONTRACTOR agrees to pay all employees, providing Services in connection with this Contract, at least a Living Wage, as herein defined. Living Wage is defined to be a wage paid at an hourly rate of not less than 7.5% above the Federal Poverty Guidelines, as defined by the Bureau of Census, for a family of four. The hourly rate for the County's fiscal year 2012 (July 2011 through June 2012) is \$11.55.

CONTRACTOR shall furnish to the DEPARTMENT a copy of the CONTRACTOR's payroll (with personal identification redacted) on at least a quarterly basis showing the wages paid to the CONTRACTOR's employees who perform work pursuant to this Contract. Failure to comply with the Policy may, in addition to all other remedies available for breach of contract, result in CONTRACTOR being barred from receiving any other contracts with the DEPARTMENT for a period of up to three years.

9. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the DEPARTMENT of Durham and the State of North Carolina.

10. TERMINATION OF CONTRACT. DEPARTMENT reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the CONTRACTOR. Any termination shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

11. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of DEPARTMENT. CONTRACTOR has no authority to enter into contracts on behalf of DEPARTMENT.

12. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

CONTRACTOR shall perform within and cause its subcontractors and any ultimate recipients of funds under this agreement, to comply with and be eligible under the same federal and state laws, regulations and administrative requirements which apply to the Department. A compilation of references which may apply to this agreement is included as Attachment 2. Those references which are checked within Attachment 2 apply to this agreement and are made an integral part of it.

13. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**DEPARTMENT OF SOCIAL SERVICES
PO BOX 810,
220 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR:
ATTN:**

14. AUDIT RIGHTS. For all Services being provided hereunder, DEPARTMENT shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

15. DEPARTMENT NOT RESPONSIBLE FOR EXPENSES. DEPARTMENT shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

16. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

17. ENTIRE CONTRACT. This contract, including Attachment 1, shall constitute the entire understanding between DEPARTMENT and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

18. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

19. EXISTENCE. CONTRACTOR warrants that It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

20. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

DEPARTMENT OF SOCIAL SERVICES

_____, **Interim Director**
on behalf of the Durham County Department
of Social Services

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

George K. Quick
Durham County Finance Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

NO PROPOSAL REPLY FORM

TO: Durham County
Department of Social Services
220 East Main Street
Durham, NC 27701

PROPOSAL # _____

PROPOSAL TITLE: _____

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to submit a proposal, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the Durham County. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

DATE

SIGNATURE

PHONE

_____ We wish to remain on the Bidders' List.

_____ We wish to be deleted from the Bidders' List.

LIVING WAGE POLICY

This Request for Proposal (RFP) is subject to the County of Durham Living Wage Policy and any implementing regulations. The Policy which is effective July 1, 2004 requires among other things, that unless specific exemptions apply, all Contractors and subcontractors providing services to the County of Durham are required to pay all employees performing these services a living wage as defined below.

This provision shall additionally require that the Contractor furnish a copy of the Contractor's and subcontractor's payroll on at least a quarterly basis showing the wages paid to employees who perform work under the contract with the County. Misrepresentation during the procurement or contracting process in order to secure the contract may disqualify a Contractor and subcontractor from further consideration in the procurement or contracting process.

Failure to comply once a contract has been awarded may in addition to all other remedies for breach, result in being barred from receiving any other contract with the County for a period of up to three (3) years.

Definitions:

- a) "Living Wage" for purposes of service contracts, is defined to be a wage paid at an hourly rate of not less than seven and one-half percent (7.5%) above the poverty level, as defined by the Bureau of Census, for a family of four. The Living Wage rate according to the policy of Durham County is currently \$11.55.
- b) "Contractor" means a person or entity that enters into a service contract with the County.
- c) "Subcontractor" means any person or entity that enters into a contract with the Contractor to assist the Contractor in the performance of a service contract with the County.
- d) "Service contract" means a contract for services entered or to be entered into by the County with another person or entity. A service contract specifically does not include:
 - 1) a contract subject to Federal or State laws or Grant that would preclude application of the living wage requirements, such as payment to the lowest bidder, a particular rate of payment for services, or payment by the unit of service;
 - 2) a contract between the County and another governmental entity;
 - 3) a contract between the County and a non-profit corporation which is exempt from income tax pursuant to Section 501(C)(3) of the Internal Revenue Code;
 - 4) any contract exempted by the County Manager when determined that compliance with this policy will result in the loss of an essential service to the County.

The Purchasing Division of the Finance Department shall monitor the compliance by the Contractor with the provisions of this policy.



Vendor Application

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: _____

Do you require a 1099? Yes ___ No ___

2. Mailing address for payments: 3. Mailing address for purchase orders, proposals and bids:

4. Contact Person _____ Phone #: _____

Fax #: _____

5. In what City and State is your firm licensed? _____

If licensed in NC, indicate County (for tax purposes) _____

6. Indicate your firm's organizational type:

Individual ___ Partnership ___ Corporation ___ Governmental Agency ___ Other _____

7. Is your firm a large business? Yes ___ No ___ 8. Is your firm a small business? Yes ___ No ___

9. Is your firm 51 percent or more owned and operated by a woman? Yes ___ No ___

If yes, with what governmental agencies are you certified? _____

10. Is your firm 51 percent or more owned and operated by a minority? Yes ___ No ___

If yes, with what governmental agencies are you certified? _____

Identify appropriate minority group:

Black American ___ Native American ___ Hispanic ___ Asian/Pacific ___ Asian Indian ___

11. Is your firm incorporated? Yes ___ No ___

12. Is your firm a not-for-profit concern? Yes ___ No ___

13. Is your firm a handicapped business concern? Yes ___ No ___

14. Give a brief description of goods or services your firm provides:

Signature: _____

Title: _____

Print name: _____

Date: _____

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051.

Return to: County of Durham Purchasing Division or Fax to: 919-560-0057
200 E Main St., 4th Floor
Durham, NC 27701

Please click on the following link to download and complete an IRS W-9 Form:

<http://www.irs.gov>

FEDERAL CERTIFICATIONS

DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES

The undersigned states that:

1. He or she is the duly authorized representative of the Vendor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Vendor, as set out herein:

- A. The Certification Regarding Nondiscrimination;
- B. The Certification Regarding Drug-Free Workplace Requirements;
- C. The Certification Regarding Environmental Tobacco Smoke;
- D. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
- E. The Certification Regarding Lobbying;
- F. Disclosure of Lobbying Activities;

He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Vendor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

OR

He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Vendor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. The Vendor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Vendor

Date

PLEASE SUBMIT TRIPLICATE ORIGINALS

[This Certification Must Be Signed By The Same Individual Who Signed The Proposal Execution Page]

I. CERTIFICATION REGARDING NONDISCRIMINATION:

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

1. **The Vendor certifies** that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Vendor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

City, State, Zip Code: _____
3. Vendor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor certifies that it will comply with the requirements of the Act. The Vendor further agrees that it will require the language of this certification be included in any sub-awards that contain provisions for children's services and that all sub-grantees shall certify accordingly.

IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

Instructions: The phrase "prospective lower tier participant" means the Vendor

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

CERTIFICATION:

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. CERTIFICATION REGARDING LOBBYING:

The Vendor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. DISCLOSURE OF LOBBYING ACTIVITIES:

Instructions

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0344-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

CONFLICT OF INTEREST POLICY:

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

- [A] The Board Members or other governing persons, officers, employees, or agents of _____ should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from _____ or persons who may benefit from the actions of any Board Member or other governing person, officer, employee or agent. This is not intended to preclude bona-fied _____ fund raising-activities.
- [B] A Board or other governing body member of _____ may, with the approval of Board or other governing body of _____, receive honoraria for lectures and other such activities while not acting in any official capacity for _____. Officers may, with the approval of the Board or other governing body of _____, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees of _____ may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent in any official capacity for _____, receives honoraria in connection with activities relating to _____, they are required to submit that payment to _____.
- [C] No Board Member or other governing person, officer, employee, or agent of _____ shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
- { 1 } The Board Member or other governing person, officer, employee, or agent;
 - { 2 } Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - { 3 } An organization in which any of the above is an officer, director, or employee;
 - { 4 } A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- [D] **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to _____ Board or other governing body or supervisor immediately.
- [E] **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body of _____, the Board Member or other governing person, officer, employee, or agent (person(s)) of _____ must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to _____ Board and Member of Committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with

the person, he/she shall leave _____ Governing Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining _____ Board or Committee Members shall decide if a conflict of interest exists.

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

[F] **Violations of the Conflicts of Interest Policy** -- If _____ Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, _____ Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, _____ shall take appropriate disciplinary and corrective action.

[G] **Record of Conflict** -- The minutes of _____ governing board and all committees with board delegated powers shall contain:

{1} The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed;

{2} The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict or interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved By: _____

Official Signature: _____

Date: _____

.....
Sworn to and subscribed before me on _____.

Notary signature and Seal

My Commission Expires

PLEASE SUBMIT TRIPLICATE ORIGINALS

No OVERDUE TAXES

Date: _____

CERTIFICATION:

We certify that _____ does not have any overdue taxes as defined by N.C.G.S. 105-243.1, at the Federal, State, or Local Level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

SWORN STATEMENT:

_____, Board Chair of _____,
being duly sworn, states that I am the Board Chair, respectively of _____
_____ in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State Funds will be reported to the appropriate authorities for further action.

Signature

Title

Sworn to and subscribed before me on the day of the date of said certification.

Notary Signature and Seal

My Commission Expires

PLEASE SUBMIT TRIPLICATE ORIGINALS

NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

SUBMIT TRIPLICATE ORIGINALS

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from _____ to _____.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: HHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
 4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

VERIFICATION OF 501 (C) (3) STATUS

We, the undersigned entity, hereby testify that our 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services, Division _____ and the number _____ is still in effect.

Name of Agency

Authorized Official

.....
Sworn to and subscribed before me,

This is the _____ day of _____, 2011.

Notary Public

My Commission Expires: _____

VERIFICATION OF TAX ID NUMBER

We, the undersigned entity, hereby testify that our Federal Tax Number is on file with the North Carolina Department of Health and Human Services, Division _____ and the number _____ is still in effect.

Name of Agency

Authorized Official

.....
.....
Sworn to and subscribed before me,

This is the _____ day of _____, 2011.

Notary Public

My Commission Expires: _____