

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

AMERICAN RESCUE PLAN ACT SUBRECIPIENT FUNDING AGREEMENT

THIS AMERICAN RESCUE PLAN ACT SUBRECIPIENT FUNDING AGREEMENT (“Agreement”), made and entered into this _____ day of _____ 2024 by and between CHATHAM COUNTY, a public body politic and corporate of the State of North Carolina, hereinafter referred to as the “County”, and Chatham County Schools hereinafter referred to as “CCS” or “Recipient”; and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the COVID-19 pandemic has resulted in staggering impacts across the globe and has disrupted postsecondary educational opportunities offered by CCS;

WHEREAS, CCS plays a vital role in educating and training students and individuals seeking new career opportunities in Chatham County; and

WHEREAS, the COUNTY is a recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funds awarded in the American Rescue Plan Act of 2021 (ARPA) in order to respond to the COVID-19 public health emergency; and

WHEREAS, the U.S. Treasury guidance allows the COUNTY to expend ARPA funds for ventilation improvements in congregate settings, like schools, as a method for implementing infection prevention measures to mitigate impacts of the COVID-19 public health emergency under expenditure category (“EC”) one of the U.S. Treasury Compliance and Reporting Guidance dated June 28, 2024, and have addressed eligibility standards for capital expenditures within the Final Rule by identifying the installation and improvements of ventilation systems as eligible; and

WHEREAS, CCS has requested funding from the County’s ARPA allocation to cover capital expenditures for HVAC replacement and upgrades;

WHEREAS, in consideration of the funding contemplated by this AGREEMENT and the benefit to CCS and the COUNTY, the parties agree as follows:

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

SECTION 1. TERM OF AGREEMENT.

Expenditures eligible for reimbursement under this Agreement must be incurred and spent during the period beginning December 1, 2024, and ending December 31, 2026, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable. Notwithstanding the above, any provision related to reporting requirements or the duty to provide requested financial documentation or supporting documentation shall extend through December 31, 2031.

SECTION 2. GENERAL FUNDING PROVISIONS

2.1 Chatham County will provide funding to CCS in an amount not to exceed \$2,000,000, with no minimum amount payable, subject to the following conditions:

- a. Funding provided under this agreement is contingent on the availability of County funds. The County reserves the right to reallocate these funds if deemed necessary for other purposes. In the event this occurs, the County will provide written notice to CCS as soon as practicable.
- b. Funding provided under this Agreement may only be used to reimburse CCS for actual expenses incurred during the term of this Agreement, provided the expenditure is authorized under the ARPA Guidance.
- c. Before submitting a reimbursement request, CCS shall verify with the County that the expense is a COVID-19 expense eligible for reimbursement under one of the ARPA Expenditure Categories (EC) contained in U.S. Treasury Compliance and Reporting Guidance dated June 28, 2024.
- d. Funding may not be used as revenue replacement associated with loss of income from student enrollment changes or canceled events.
- e. Funding may not be used to cover expenses that have been or will be reimbursed under any other state or federal program, including duplication of financial aid relief provided directly to CCS students.
- f. Funding may not be used for any unauthorized expenditure detailed in the Uniform Guidance, the Interim Final Rule effective May 17, 2021 and the Final Rule issued by the U.S. Treasury effective April 1, 2022.
- g. Use of funds must be permissible under North Carolina law and cannot be used to cover otherwise ineligible expenditures of the County.

2.2 CCS has developed a Scope of Expenditures for proposed eligible expenses included herein as **Attachment A**. CCS will work with the County to identify specific EC's for each requested reimbursement and further agrees to modify the Scope of Expenditures based on supplemental ARPA Uniform Guidance or rules adopted by the U.S. Treasury. CCS will consult with County and seek County approval prior to making any changes to the scope of expenditures. Notwithstanding the above, Chatham County expressly reserves the right to unilaterally modify any expenditure category or deny reimbursement of an expenditure it deems ineligible for reimbursement. Chatham County will provide CCS with written notice of any identified expenses/projects that it does not believe meet the eligibility guidelines within 14 days of receipt of information from CCS for a proposed expense/project.

2.3 Payment will be made to CCS on a reimbursement basis no sooner than monthly. CCS will provide an invoice (**Attachment B**) for payment and include documentation of the expenses by category identified in the Scope of Expenditures to ensure compliance with applicable guidance and rules. Chatham County is under no obligation to reimburse an expense it deems ineligible

under ARPA. CCS will be provided with a reasonable opportunity to contest or appeal any denial of reimbursement/determination that an expenditure/reimbursement request is ineligible.

2.4 All expenses submitted for reimbursement must be for eligible expenses and services incurred during the period beginning December 1, 2024, and ending December 31, 2026.

2.5 CCS will provide a quarterly report of efforts completed as related to the Scope of Expenditures. The Parties will agree to a reporting template prior to the first reimbursement payment.

SECTION 3. COVENANTS AND WARRANTIES OF SUBRECIPIENT

In consideration for the funding and as conditions for their receipt, CCS warrants, acknowledges, and agrees that:

(a) Subrecipient Acknowledgment:

CCS acknowledges that the funds to be awarded to CCS in association with this Agreement are a subaward of federal funds. By execution of this Agreement, CCS acknowledges that it will be deemed a “subrecipient” of federal funds as a pass-through entity defined under 2 CFR 200.1 and as such is subject to all compliance requirements for use of SLFRF funds and any and all reporting requirements for expenditures of SLFRF funds pursuant to 2 CFR 200.332 and the U.S. Treasury Compliance and Reporting Guidance dated June 24, 2021, which is incorporated herein. CCS acknowledges that as a pass-through entity of federal funds, the COUNTY, in addition to the remedies set forth in 2 CFR 200.330, it can terminate this Agreement in the event of non-compliance and suspend or withhold any further payment under the Program upon written Notice as provided in this Agreement. Failure to comply with this Agreement, its terms and conditions, and/or all relevant provisions and requirements of the ARPA or any other applicable law may result in Recipient’s liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; and all of the laws and regulations of the State of North Carolina, which are incorporated by reference hereto.

(b) Reporting & Records Retention:

The COUNTY, as the recipient of federal funds, shall be responsible for the submission of all quarterly and close out reporting to the federal government in accordance with all compliance and reporting guidelines. CCS shall provide the County with any data necessary to comply with any reporting. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs. Pursuant to 2 CFR 200.334, CCS shall have a duty to retain all records associated with the Project and make records available until December 31, 2031 under this Agreement, unless otherwise exempted or modified in accordance with federal law. CCS will promptly comply with all reasonable documentation and reporting requirements of the County and within thirty (30) days from any request of the County shall allow any reasonable examination of records or expense ledgers explaining in detail all specific expenditures and decisions related thereto.

(c) Subrecipient Procurement Procedures:

Subrecipient must have and use documented procurement procedures, consistent with state, local,

and tribal laws and regulations and the standards of 2 CFR 200.318 for the acquisition of property or services required under this Agreement. The Subrecipient's documented procurement procedures must conform to the applicable procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards).¹ Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate.²
2. The Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.³
3. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
4. The Subrecipient should ensure that minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible.⁴
5. Subrecipient must "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."⁵

(d) Federal Restrictions on Lobbying: Subrecipient must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, the Subrecipient may not use any federal funds to pay 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 any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Subrecipient must certify in writing that the Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit C** (Lobbying Certifications).

¹ 2 CFR 200.318(a).

² 2 CFR 200.320(c)(1)-(3) and (5).

³ 2 CFR 200.318(b).

⁴ 2 CFR 200.321.

⁵ 2 CFR 200.318(i).

(e) Equal Opportunity Requirements:

1. Civil Rights Laws. Subrecipient must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
2. Fair Housing Laws. Subrecipient must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Disability Protections. Subrecipient must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. Age Discrimination. Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Americans with Disabilities Act. Subrecipient must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(f) Miscellaneous Federal Requirements:

1. Universal Identifier and System for Award Management (SAM). Subrecipient must obtain, and provide to the County, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.
2. Suspension and Debarment. Subrecipient must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov.
3. Federal Funding Accountability and Transparency Act of 2006. Subrecipient must provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).
4. Licenses, Certifications, Permits, Accreditation. The Subrecipient must obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof

of any licensure, certification, permit or accreditation upon request.

5. Publications. Any publications produced with funds from this Agreement must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Chatham County, North Carolina by the U.S. Department of the Treasury.”
6. Mandatory Contract Provisions. The Subrecipient must include applicable contract provisions provided in Exhibit D (Required Contract Provisions).

(g) Recapture: If any expenditures made under this Agreement are later determined by the County or the federal government as ineligible under CSLFRF, CCS will return and reimburse the County for all said funds. CCS will be provided with a reasonable opportunity to contest or appeal any determination that an expenditure is ineligible. This provision shall survive termination of this Agreement.

SECTION 4. RELATIONSHIP OF PARTIES

The Parties are independent contractors, and none shall not be responsible for any of the other Parties acts or omissions. Neither Parties nor any employee of Parties shall be deemed an officer, employee or agent of any Partner. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

SECTION 5. NON-ASSIGNMENT or SUBCONTRACT

The Parties shall not assign this Agreement, including right hereunder, to any other party without the prior written consent of other Parties. Further, CCS shall not subcontract for any of the services or funding awards to be provided under this Agreement.

SECTION 6. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 7. NON-APPROPRIATION

The Parties recognize that County is a governmental entity, and the agreement validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to for items specified in this Agreement, then this Agreement shall automatically expire without penalty to County. In the event of a legal change in County’s statutory authority, mandate, and mandated functions which adversely affects County’s authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to any Party.

SECTION 8. NOTICES: Any notices required to be given or which shall be given under this AGREEMENT shall be in writing, delivered by first-class mail or facsimile, addressed to the parties as follows:

For COUNTY:

Chatham County Finance Department

PO Box 608

Pittsboro, NC 27312

With a copy to:

Chatham County Manager's Office

PO Box 1809

Pittsboro, NC 27312

For CCS:

[INSERT APPROPRIATE DEPARTMENT/OFFICE, ADDRESS]

SECTION 9. ISRAEL BOYCOTT & IRAN DIVESTMENT

By signing this agreement, CCS certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81 and it will not utilize any subcontractor that appears on the list in the performance of duties under this Agreement.

By signing this agreement, CCS certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E (G.S. 147-86.55 to G.S. 147-86.63) and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

SECTION 10. E-VERIFY To the extent applicable, all Parties, and any subcontractors hired for purposes of fulfilling any obligations under this Agreement, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents reasonably requested by either party demonstrating such compliance.

SECTION 11. TERMINATION

The parties may agree to terminate this agreement for their mutual convenience through a written amendment to this Agreement stating the effective date of the termination and any necessary closeout procedures. County may terminate this Agreement for cause after thirty days prior written notice to CCS. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, except, CCS shall be provided a reasonable opportunity to cure.

SECTION 12. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the Parties and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified through written amendment signed by both parties.

IN TESTIMONY WHEREOF, CHATHAM COUNTY AND CCS through their authorized officers and by their own hands have hereunto set forth their hands and seals of the day and year first above written.

CCS

By: _____ Date: _____

CHATHAM COUNTY

By: _____ Date: _____

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

FINANCE OFFICER

The person responsible for monitoring the contract performance requirements is _____.
_____ Department Head initials

CCS Scope of Expenditures

George Moses Horton Middle School
J.S. Waters School
Moncure School

These schools do not have a central boiler plant and are heated using gas fired radiant heaters. Air conditioning does not exist. Locker rooms/support spaces utilize electric wall heaters and have minimal ventilation.

This project will remove the existing radiant and electric heaters and replace with high efficiency packaged HVAC units with gas heat and electric cooling for the gyms, and ductless mini-split systems in the locker rooms.

Chatham Middle School
Perry Harrison Elementary School
North Chatham Elementary School

These schools utilize hot water unit heaters fed from the school's central boiler plant. Air conditioning does not exist. The locker rooms/support spaces currently have functional HVAC systems.

This project will remove the existing hot water unit heaters and replace them with high efficiency packaged HVAC units with gas heat and electric cooling for the gym.

Invoice Form

Lobbying Certification

The undersigned 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 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 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Required Contract Provisions

1. Remedies

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.⁶ Although not required for contracts at or below the simplified acquisition threshold, Chatham County suggests including a remedies provision.

2. Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.⁷

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 41 CFR 60-1.4(b), unless otherwise stated in 41 CFR 60-1.3.⁸ For the purposes of this requirement the term “construction work” means “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”⁹ Each nonexempt prime contractor or subcontractor must include the equal opportunity clause in each of its nonexempt subcontracts.¹⁰

4. Contract Work Hours and Safety Standards Act

In general, all contracts awarded by Subrecipient of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a

⁶ See 2 C.F.R. Part 200, Appendix II(A).

⁷ See 2 C.F.R. Part 200, Appendix II(B).

⁸ See 2 C.F.R. Part 200, Appendix II(C).

⁹ 41 CFR 60-1.3.

¹⁰ 41 CFR 60-1.4(c).

half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. 3701 and 29 CFR 5.2.

If applicable per the standard described above, Subrecipient must include the provisions at 29 CFR 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 CFR 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 CFR 5.1, Subrecipient must also insert a clause meeting the requirements of 29 CFR 5.5(c). Specific language is not required, but suggested language is as follows:

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

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Government and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the *Clean Air Act* and the *Federal Water Pollution Control Act*. Violations must be reported to the Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).¹¹

¹¹ 2 C.F.R. Part 200, Appendix II, § G

The following provides a sample contract clause:

Clean Air Act and Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act*, 42 U.S.C. § 7401 et seq, and *Water Pollution Control Act*, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to [SUBRCIPEINT's NAME] and understands and agrees that the [SUBRCIPEINT's NAME] will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

6. Suspension and Debarment

Subrecipient's contractors and subcontractors are subject to suspension and debarment regulations.¹² The suspension and debarment regulations restrict Subrecipient from entering into a "covered transaction" with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. Such ineligible parties are generally listed on www.sam.gov. "Covered transactions" include procurement contracts by Subrecipient under this Agreement, as well as certain subcontracts, for goods or services worth \$25,000 or more.¹³

Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.¹⁴ The following provides a sample debarment and suspension clause:

¹² 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19.

¹³ See 2 CFR 180.220.

¹⁴ 2 CFR 180; 2 C.F.R. Part 200, Appendix II, § H.

Suspension and Debarment.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 31 CFR Part 19. As such, the contractor must verify that none of the contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The contractor must comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by [Name of Subrecipient]. If it is later determined that the contractor did not comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, in addition to remedies available to by [Name of Subrecipient], the Federal Government may pursue available remedies, such as suspension, debarment, or both.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Non-federal entities who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.¹⁵

¹⁵ See 2 CFR Part 200, Appendix II, § I (citing 31 U.S.C. 1352); 31 CFR 21.110.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. 1352.

The following provides a sample contract clause:

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8. Access to Records

The Subrecipients and its contractors and subcontractors must give the County and the Department of Treasury access to records associated with their awards during the federally required record retention period and as long as the records are retained.¹⁶

The following provides a sample contract clause:

The Contractor agrees to provide [NAME OF SUBRECIPIENT], Chatham County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which

¹⁶ 2 CFR 200.334, 200.337.

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide [NAME OF SUBRECIPIENT], Chatham County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The Subrecipient's contractors comply with all federal laws, regulations, and executive orders. The following provides a sample contract clause:

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

10. No Obligation by Federal Government or Chatham County

The Federal Government, nor Chatham County, are parties to any transaction between the Subrecipient and its contractor. Therefore, the Federal Government, nor Chatham County, not subject to any obligations or liable to any party for any matter relating to the contract between the Subrecipient and its contractor. The following provides a sample contract clause:

The Federal Government, nor Chatham County, are party to this contract and are not subject to any obligations or liabilities to the [NAME OF RECIPIENT], contractor, or any other party pertaining to any matter resulting from the contract.

11. Affirmative Socioeconomic Steps

The Subrecipient should ensure that minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible.¹⁷ One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other steps to ensure consideration.¹⁸

The following provides a sample contract clause:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran owned, and labor surplus area firms are considered when possible.

¹⁷ 2 CFR 200.321.

¹⁸ 2 CFR 200.321(b)(6).