

**REQUEST FOR QUALIFICATIONS  
FEMA FUNDED DESIGN-BUILD PROJECT  
DESIGN, ENGINEERING AND CONSTRUCTION SERVICES  
FOR RIVERBEND PARK UTILITY BRIDGE**

**RFQ NO. 26-1005**



**catawba county**  
**MAKING. LIVING. BETTER.**

**Date of Issue: October 7, 2025**

**Qualifications Due Date: November 4, 2025**

**Time: 4:00 PM ET**

**Issued by:  
Catawba County Purchasing Manager  
25 Government Drive  
Newton, North Carolina 28658  
(828) 465-8224**

## **Table of Contents**

|                     |  |    |
|---------------------|--|----|
| <b>Section I</b>    | Advertisement  | 2  |
| <b>Section II</b>   | RFQ Schedule, Pre-Submittal Meeting, Submission      | 3  |
| <b>Section III</b>  | Project Background and Scope of Work                 | 3  |
| <b>Section IV</b>   | Requirements and Contents of Qualification Statement | 5  |
| <b>Section V</b>    | Selection Process and Evaluation Criteria            | 7  |
| <b>Section VI</b>   | Insurance Requirements                               | 8  |
| <b>Section VII</b>  | Reference Disclosure Form                            | 10 |
| <b>Section VIII</b> | Intent to Submit Statement of Qualifications         | 11 |
| <b>Section IX</b>   | Uniform Guidance Addendum                            | 12 |

## Section I Advertisement

Pursuant to N.C.G.S. § 143-128A and Section 5.17 of Session Law 2021-180, Catawba County (“County”) is soliciting Statements of Qualifications (SOQs) from qualified Design-Build teams interested in providing the services required to design and construct an 8’x40’ pre-engineered bridge at Riverbend Park, located in Catawba County at 6700 N NC Hwy 16, Conover, North Carolina 28613.

In September of 2024, flooding caused by Hurricane Helene damaged the culvert providing access to the back portion of Riverbend Park. Instead of replacing the destroyed culvert crossing, the County has determined the best course of action is to install an 8’x40’ pre-engineered steel utility bridge with 42” truss rail (8-ton capacity).

All or part of this procurement may be funded by the Federal Emergency Management Agency (FEMA) and is subject to the Federal procurement standards outlined in 2 C.F.R. §§ 200.317 – 200.326. All Design-Build teams must comply with these regulations. In addition, the County must include within the contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, contained in Section IX – Uniform Guidance Addendum of this Request for Qualifications.

Statements of Qualifications will be accepted until **4:00 pm on November 4, 2025** and must be submitted to:

Tina M. Wright  
Catawba County Purchasing Manager  
PO Box 389 (mailing address)  
25 Government Drive (physical address)  
Newton, North Carolina 28658

Catawba County reserves the right to reject any/all submittals. The County assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a qualifications statement by a Design-Build team, the evaluation of statements or final selection. This Request for Qualifications and any Addenda will be posted on the County’s website at <https://www.catawbacountync.gov/county-services/purchasing/bid-notices/>.

Once the submittals have been reviewed, if necessary, the County reserves the right to shortlist Design-Build team(s) and request that the team(s) conduct a presentation and be interviewed by the selection committee.

Information regarding requirements and instructions for the preparation of qualification statements is included in the following RFQ and incorporated into this Advertisement. Please read the entire document carefully.

Tina M. Wright, NIGP-CPP, CPPO  
Catawba County Purchasing Manager

## Section II

### RFQ Schedule. Pre-Submittal Meeting, Submission of Qualifications

#### RFQ Schedule

The table below shows the *intended* schedule for this RFQ. Catawba County will make every effort to adhere to this schedule.

| Event                           | Date and Time               |
|---------------------------------|-----------------------------|
| Issue RFQ                       | October 7, 2025             |
| Mandatory Pre-Submittal Meeting | October 21, 2025 at 2:00 PM |
| Statement of Qualifications Due | November 4, 2025 by 4:00 PM |
| Contract Award                  | TBA                         |
| Contract Effective Date         | December 1, 2025            |

**The qualifications statement shall be submitted no later than 4:00 PM ET on November 4, 2025. No submittals will be accepted after the deadline.**

Once the submittals have been reviewed, if necessary, the County reserves the right to shortlist Design-Build teams(s) and request that the Design-Build team(s) conduct a presentation and be interviewed by the selection committee.

#### Pre-Submittal Meeting / Site Inspections

A mandatory pre-submittal meeting will be held on October 21, 2025 at 2:00 PM ET. Interested parties should meet County at 7490 River Bend Road, Claremont, North Carolina 28610. The purpose of this visit is for prospective Design-Build teams to apprise themselves with the conditions and requirements that will affect the performance of work called for in this RFQ.

## Section III

### Project Background and Scope of Work

#### Project Background

In September 2024, flooding caused by Hurricane Helene damaged a culvert providing access to the back portion of Riverbend Park, located in Catawba County at 6700 N NC Hwy 16, Conover, North Carolina 28613. The County had a Hydrologic and Hydraulic Report prepared to assist in comparing and contrasting the different approaches to provide the best repair solution. Instead of replacing the destroyed culvert crossing, the County has determined the best course of action is to

install an 8'x40' pre-engineered steel utility bridge with 42" truss rail (8-ton capacity). This alternative would provide the lowest maintenance costs, the highest level of service for the crossing, as well as the most natural stream flow through the system.

Currently, the approved budget for the design-build contract is \$185,000.00.

All or part of this procurement may be funded by the Federal Emergency Management Agency (FEMA) and is subject to the Federal procurement standards outlined in 2 C.F.R. §§ 200.317 – 200.326. All Design-Build teams must comply with these regulations. In addition, the County must include within the contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, contained in Section IX – Uniform Guidance Addendum of this Request for Qualifications.

The estimated project schedule is as follows:

|                                       |                  |
|---------------------------------------|------------------|
| Design-Build Contract Established By: | December 1, 2025 |
| Design/Engineering Phase to Begin:    | December 2, 2025 |
| Construction Phase to Begin:          | January 5, 2026  |
| Final Completion:                     | April 1, 2026    |

The County is willing to negotiate the project schedule when a Design-Build team is chosen. If the Design-Build team requires adjustments, the County is willing to accommodate those needs so long as the project is completed by April 1, 2026.

### **Scope of Work**

The selected Design-Build team shall work with County staff for the design/engineering and construction services required for installation of an 8'x40' pre-engineered steel utility bridge with 42" truss rail (8-ton capacity.)

The services required for this project will include, but are not limited to:

- a. Disposal of culvert pipes
- b. Permitting (if required)
- c. Geotechnical report
- d. Survey
- e. Selection and procurement of a pre-engineered bridge
- f. Site preparation
- g. Pre-engineered bridge installation

The list of tasks above is not meant to be a full description of the work, but a summary breakdown of the scope of work required for this Design-Build project.

All bidders are notified that Catawba County has a verifiable five percent (5%) goal for participation by minority owned and women-owned businesses in the total value of Work for which prime contractors are awarded pursuant to North Carolina General Statutes Section 143-128.

## Section IV

### Requirements and Contents of Qualification Statement

Respondents must carefully read the information in this “Contents of Qualifications Statement” section and submit a complete Qualifications Statement responding to each request for information. Incomplete Qualifications Statements will be considered non-responsive and are subject to rejection.

The qualifications statement must be submitted with one (1) original and one (1) electronic copy on flash drive. In addition, qualifications shall be submitted on 8-1/2 x 11 paper, side bound with a Table of Contents. Statements of Qualification shall be limited to **twenty (20)** pages.

When responding to this RFQ, please follow all instructions carefully. Please submit proposal contents according to the outline specified in Section IV: Contents of Qualification Statement. Failure to follow these instructions may be considered a non-responsive submission and may result in immediate elimination from further consideration. The qualifications statement should be sent to the address indicated in the table below.

| <b>Mailing address for delivery of RFQ via US Postal Service</b>  | <b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>  |
|---|---|
| RFQ Number: 26-1005<br>Catawba County Government Center<br>Attn: Tina Wright, Purchasing Manager<br>Post Office Box 389<br>Newton, North Carolina 28658 | RFQ Number: 26-1005<br>Catawba County Government Center<br>Attn: Tina Wright, Purchasing Manager<br>25 Government Drive<br>Newton, North Carolina 28658 |

**IMPORTANT NOTE:** All qualifications shall be physically delivered to the office address listed above on or before the submission deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Design-Build team(s). It is the sole responsibility of the Design-Build team to have the qualifications physically in this Office by the specified time and date of opening.

## **Contents of Qualification Statement**

Qualification Statement shall include the following information:

1. Cover letter.
2. Name of legal entity to enter into Design-Build contract with the County and location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), state of incorporation or organization and Federal Employer Identification Number, and name, title, and contact information of primary contact person for submittal.
3. Year in which the firm was established and any former names under which the firm operated.
4. Organizational chart including name and office location of all personnel who will be assigned to this project, including general contractor, consultants, or subcontractors. Pursuant to N.C.G.S. §143-64.31 and 143-128.1A, provide project team description (with resumes and detailed background information) to include the General Contractor for the Design-Build Team, emphasizing experience and capabilities of key personnel and clearly delineating roles and responsibilities of various team members. List any professional registrations and certifications (with applicable states), each team member's years of service with the team, and role in past projects.
5. Proposed project team's experience, capabilities, and unique qualifications in the areas outlined in this RFQ.
6. Track record of bringing projects in on time and within budget.
7. Describe the firm's approach to and method of cost control and project scheduling.
  - Current workload and percentage of availability
  - Quality control and assurance process
8. Experience with design/engineering services required for the installation of a pre-engineered utility bridge and installation services of pre-engineered utility bridges.
9. Conceptual and technical project approach and work methodology, expanding or revising the scope of services provided if necessary. Any deviations from the scope shall be clearly designated in the proposal. Include and describe all necessary sub-consultant services. Include discussion of plan for possible public involvement and engagement.
10. Proposed schedule for completing the work.
11. Cost proposal for completing the work.
12. Design-Build team's proximity to and familiarity with the area where the projects are located.
13. Summary of any litigation, claim(s), or contract dispute(s) filed by or against the Design-Build team in the past five (5) years that are related to the services that the Design-Build team provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute; a brief description of the case; the outcome or projected outcome; and the

monetary amount involved. If no litigation claim(s) or contract dispute(s) have been filed by or against the Design-Build team in the past five (5) years, please state that.

14. State any conflicts of interest any Design-Build team member may have with the County.

15. Additional information the respondent believes to be relevant to the selection efforts.

16. Contractors subject to this RFQ should have an NC Contractor's license, with a preference of 5 years in business.

17. Please provide a list of previous and current clients for work similar to this scope of work within the past five years. Include names and location of project, brief description and Design-Build team's key personnel's involvement, name of project manager and telephone number, date and value of project. In addition, please complete Section VII: Reference Disclosure Form and submit with qualifications.

## **Section V**

### **Selection Process and Evaluation Criteria**

Catawba County will use the following selection process. This process is designed to ensure that Design-Build teams are selected in a fair and uniform manner. In addition, the process is intended to ensure those selected for work are qualified and experienced in the professional services desired, and to ensure that every qualified Design-Build team has the opportunity to be considered for providing professional services to Catawba County.

A Selection Committee will evaluate responses to the Request for Qualifications and determine the most qualified applicants. Pursuant to 2 CFR § 200.320 (b)(2)(iii), the Design-Build contract will be awarded to the responsible offeror whose proposal is most advantageous to the County, considering price and other factors as detailed in this RFQ. It is the intention of the County to retain a Design-Build team with demonstrated abilities to meet timelines, budgets and client expectations.

Upon receipt of the Statements of Qualifications from Design-Build teams, the Selection Committee will review using a scoring matrix that has been determined by the Committee and detailed below. Past performance will be scored based on responses from the references submitted by the Design-Build team and/or the experience of Catawba County staff with particular Design-Build team's past performance. Only one reviewer will contact any given reference.

The Selection Committee will use the total point scores to rank the prospective Design-Build teams. The Selection Committee will determine the most highly qualified Design-Build team based upon the ranking scores. Once the Design-Build team is selected, contract award and authorization will be sought from either the County Manager or the Catawba County Board of Commissioners, whichever is applicable.



The County reserves the right to obtain clarification of any item in a team's submission or to obtain additional information.

### **Evaluation Criteria**

The Content of Qualifications Statement, as referenced above, shall be evaluated as follows:

| <b>Description</b>   | <b>Total Possible Points</b> |
|--|------------------------------|
| Design-Build Team: Design/Engineering Professionals <ul style="list-style-type: none"><li>▪ Experience with Design-Build Process.</li><li>▪ Experience with Team's GC.</li><li>▪ Project understanding.</li><li>▪ Experience on similar projects</li><li>▪ Experience with federally funded projects.</li><li>▪ Firm's previous/pending litigation.</li><li>▪ References – past performance and existing</li></ul> | 40                           |
| Design-Build Team: Design Builder's General Contractor <ul style="list-style-type: none"><li>▪ GC experience with Design-Build Process.</li><li>▪ GC experience on similar projects.</li><li>▪ GC experience on federally funded projects.</li><li>▪ GC track record of "on-time and on-budget" projects.</li><li>▪ GC previous/pending litigation.</li><li>▪ References – past performance and existing</li></ul> | 35                           |
| Cost Proposal  | 25                           |
|  | <b>100 Points</b>            |

## **Section VI**

### **Insurance Requirements**

Firm shall maintain at all times during the term of this Agreement, at the Firm's sole expense the following minimum insurance requirements. Please note, County reserves the right to increase the minimum insurance requirements in a task order if the County determines higher insurance limits are needed based on project value.

#### **A. Commercial General Liability Insurance**

Firm shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance.

B. Professional Liability Insurance

Firm shall maintain Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate.

C. Business Automobile Insurance

At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

D. Workers Compensation & Employers Liability Insurance

At all times while the Firm's representatives are conducting on-site work, Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Firm shall also maintain Employers' Liability insurance with limits of not less than \$500,000 per accident and \$500,000 each employee for injury by disease.

E. General Requirements

1. Catawba County shall be named as an additional insured under Firm's automobile and general liability insurance. In the event of a loss arising out of, or related to the Firm's services performed under this Agreement, Firm's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
2. The Workers Compensation insurance must contain a waiver of subrogation in favor of the County.
3. Firm shall be responsible for insuring all of its own personal property, improvements, and betterments.
4. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days' notice to the County of any material change in coverage, cancellation, or non-renewal.
5. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
6. Prior to the execution of written contract, Firm will provide a Certificate of Insurance ("COI") to the County. Firm agrees to indemnify the County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI. Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Firm's delaying performance entitling the County to all appropriate remedies under the law including termination of the contract.

## Section VII Reference Disclosure Form

Firm shall provide information regarding experience in work similar to this scope of work by listing THREE (3) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CATAWBA COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested in this RFQ.

1. FIRM NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
SIZE OF PROJECT: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

2. FIRM NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
SIZE OF PROJECT: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

3. FIRM NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
SIZE OF PROJECT: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

**Section VIII**  
**Intent to Submit Statement of Qualifications**  
**RFQ 26-1005**

To ensure you receive all addenda issued for this RFQ, please complete and submit this form to Tina M. Wright, at the following email address: [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov).

I, \_\_\_\_\_ a representative of \_\_\_\_\_  
\_\_\_\_\_ confirm that we intend to submit  
a Statement of Qualifications for the **Design-Build Project – Riverbend Park Utility Bridge**.

Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

Firm Contact Name \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_

## **Section IX**

### **Uniform Guidance Addendum**

Pursuant to the Regulatory Requirements, Catawba County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, and pursuant to 2 C.F.R. §200.327, the County must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum. The following terms and conditions apply to you as a Subrecipient of the Federal grant funding:

#### **I. Equal Employment Opportunity.**

Subrecipient shall comply with all federal and state laws relating to Equal Employment Opportunity (41 CFR Part 60) including the following:

1. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Subrecipient's legal duty to furnish information.
4. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Subrecipient will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Subrecipient may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Subrecipient will include the portion of the sentence immediately preceding paragraph I-1. of this Section and the provisions of paragraphs I-1. through I-7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Subrecipient will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Subrecipient becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.  
Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work. Provided, that the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of Subrecipient which does not participate in work on or under this Contract.
9. Subrecipient agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Subrecipient and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
10. Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipient and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance

of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **II. Title VI of the Civil Rights Act of 1964 - Compliance.**

Subrecipient and any Subcontractor, or the successor, transferee, or assignee of Subrecipient or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, and Catawba County policy which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Furthermore, pursuant to Catawba County policy, Subrecipient and any Subcontractor, or the successor, transferee, or assignee of Subrecipient or any Subcontractor, shall not discriminate against individuals on the basis of race; religion; creed; color; limited English proficiency; sex; gender identity or expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; low-income status or any class protected by local, state, or federal law, within its services, programs, or activities pursuant to this Agreement.

## **III. Copeland "Anti-Kickback" Act.**

Subrecipient and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. Catawba County shall report all suspected or reported violations to Treasury.

## **IV. Rights to Inventions Made Under a Contract or Agreement.**

A. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Subrecipient using federal assistance funded in whole or in part by the Department of the Treasury.

B. Unless Treasury determines otherwise, a Subrecipient performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

C. Unless prohibited by North Carolina law, upon request by the Government, Subrecipient agrees to indemnify, save, and hold harmless Catawba County, the Federal Government, their officers, agents, and employees acting within the scope of their official

duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Subrecipient of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Subrecipient shall be required to indemnify Catawba County and/ or the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Subrecipient.

D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

E. Data developed by Subrecipient and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Subrecipient identifies those data in writing at the time of delivery of the Contract work. Subrecipient agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

F. For the purposes of this Section IV, “subject data” means “recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

#### **V. Federal Intellectual Property Bankruptcy Protection Act.**

The Parties agree that the County shall be entitled to all rights and benefits of any Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 USC 365(n) and any amendments thereto.

#### **VI. Debarment and Suspension.**

A. This contract is a covered transaction for purposes of 2 CFR §180.210 and 31 CFR §19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

B. As such, the Subrecipient is required to verify that Subrecipient’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) of both Subrecipient and Subrecipient’s principals are not excluded (defined at 2 CFR § 180.935) and are not disqualified (defined at 2 CFR § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. §19.120(a) (a) this contract shall be void; (b) Catawba County shall not make any payments of federal financial assistance to Subrecipient; and (c) Catawba County shall have no obligations to Subrecipient under this contract.

C. The Subrecipient must comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, 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 the County and all liability arising from an erroneous representation shall be borne solely by the Subrecipient.

D. If it is later determined that the Subrecipient did not comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, in addition to remedies available to Catawba County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **VII. Byrd Anti-Lobbying Amendment.**

Subrecipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipient 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 awarding agency. This certification is a material representation of fact upon which County has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Subrecipient.

## **VIII. Trafficking Victims Protection Act.**

Subrecipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104).

## **IX. False Claims Act.**

Subrecipient acknowledges that the Administrative Remedies for False Claims and Statements (31 U.S.C. Chap. 38) applies to the Subrecipient's actions pertaining to this Agreement.

## **X. Clean Air Act and Federal Water Pollution Control Act.**

Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **XI. Procurement of Recovered Materials.**

A. Section XI.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit's preceding fiscal year exceeded \$10,000.

B. In the performance of the Contract, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **XII. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

A. Definitions. Unless otherwise defined in this Contract, capitalized terms used in this Section XII shall have the meanings ascribed thereto in this Section XII.A.

1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. “Covered Foreign Country” means the People’s Republic of China.
3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

1. Unless an exception in Section XII.C. applies, Subrecipient and any Subcontractors may not use any grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Subrecipient or Subcontractors from providing:

a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment that:

i. Is not used as a Substantial or Essential Component of any system and

ii. Is not used as Critical Technology of any system.

b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Subrecipient identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Subrecipient is notified of such by a Subcontractor at any Tier or by any other source, Subrecipient shall report the information in paragraph D.2(d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.

2. Subrecipient shall report the following information to Unit pursuant to paragraph D.1 of this Section XII:

a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Subrecipient shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

E. Subcontractor. Subrecipient shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section XII, including this paragraph E.

### **XIII. Domestic Preferences for Procurements.**

A. For purposes of this Section XIII, the terms below are defined as follows:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Subrecipient shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

### **XIV. Solicitation of Minority and Women-Owned Business Enterprises; Veteran-Owned Businesses.**

A. If Subrecipient intends to let any Subcontracts, Subrecipient shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

C. Subrecipient agrees to consider Veteran-Owned Businesses, when possible, for contracts funded with federal financial assistance. (2 CFR 200.321)

### **XV. Access to Records.**

A. Subrecipient agrees to provide Catawba County, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Subrecipient which are directly pertinent to this Contract to conduct audits or any other investigations. Subrecipient agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

B. Subrecipient agrees to retain all records covered by this Section XV through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **XVI. Conflicts of Interest; Gifts and Favors.**

A. Subrecipient understands that (1) Catawba County will use Federal grant funds to pay for the cost of this Contract and (2) the expenditure of Federal grant funds is governed by the Conflict of Interest Policy of Catawba County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).

B. Subrecipient certifies to Catawba County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Catawba County involved in the selection, award, or administration of this Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Subrecipient) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Subrecipient. Should Subrecipient obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Subrecipient shall promptly disclose the same to Catawba County in writing.

C. Subrecipient certifies to Catawba County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Catawba County. Should Subrecipient obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Subrecipient shall promptly disclose the same to Catawba County in writing.

#### **XVII. Other Non-Discrimination Statutes.**

Subrecipient acknowledges that Catawba County is bound by and agrees, to the extent applicable to Subrecipient, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Federal Funds:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

5. The Parties hereby certify that they do not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws. The Parties further acknowledge and agree that their compliance with all applicable Federal anti-discrimination laws is material to the Federal government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

#### **XVIII. Miscellaneous.**

A. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Catawba County encourages Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

B. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Subrecipient to adopt and enforce policies that ban text messaging while driving.

C. Davis-Bacon Act. Subrecipient shall be in compliance with all applicable provisions of the Davis- Bacon Act (29 C.F.R. §5.5(a)(1)-(10)) and Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3) which are incorporated by reference into this Contract. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. Clean Air Act. Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E. Procurement of Recovered Materials. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired; competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. False Claims Act. The Subrecipient acknowledges that the Administrative Remedies for False Claims and Statements (31 U.S.C. Chap. 38) applies to the Subrecipient's actions pertaining to this contract.

G. Procurement of Recovered Materials. Subrecipient is encouraged to acquire or use products that are sustainable, including reused, refurbished, and recycled products; biobased or energy and water efficient acquisitions; and compostable items pursuant to 2 CFR 323(b).

#### **XIX. Conflicts and Interpretation.**

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