

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Public Health (the "Division") and County of Wake, Wake County Emergency Management, Wake County Public Safety (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) Federal Certifications
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, [Open Window](http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments) (http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 7/1/2020 and shall terminate on 6/30/2025, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$0. .

The total contract amount is \$0.

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reporting Requirements:

The Division has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements of N.C.G.S. § 143C-6-22 & 23.

8. Payment Provisions:

Payment shall be made in accordance with the contract documents as described in the scope of work.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Matt Mason, Medical Logistician Division of Public Health 225 North McDowell Street Raleigh, NC 27603 Telephone : ()-- Fax: ()-- Email: matthew.mason@dhhs.nc.gov	Matt Mason, Medical Logistician Division of Public Health 225 North McDowell Street Raleigh, NC 27603

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Joshua Creighton, Emergency Management Director Wake County Emergency Management, Wake County Public Safety Wake County Emergency Management, P.O. Box 550 Raleigh, NC 27602 Telephone: (919)-856-6485 Fax: (919)-856-7046 Email: joshua.creighton@wakegov.com	Joshua Creighton, Emergency Management Director Wake County Emergency Management, Wake County Public Safety Wake County Emergency Management, 337 S. Salisbury St. Raleigh, NC 27601

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

12. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Wake, Wake County Emergency Management, Wake County Public Safety

Signature
David Ellis

Printed Name

Date
County Manager

Title

WITNESS

Signature

Printed Name

Date

Title

Division of Public Health, North Carolina Department of Health and Human Services

Signature
Mark T. Benton

Printed Name

Date
Assistant Secretary for Public Health

Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

N. C. Department of Health and Human Service
Division of Public Health

SCOPE OF WORK

BACKGROUND

The primary goal of the North Carolina (NC) Strategic National Stockpile (SNS) Receipt, Stage and Storage (RSS) facilities in the state is to receive stage, apportion and prepare for shipment large quantities of essential medical assets needed during an emergency. An essential task necessary to achieve this goal is to acquire the services of County of Wake, Wake County Emergency Management, Wake County Public Safety (herein known as the Contractor) to allow use of the Wake County Public School System (WCPSS) central warehouse for receipt of material. In addition, the Contractor provides staff and security for the site to assist in the receipt, staging, storage, and preparation for transport of received medical assets. This specific goal of maintaining the RSS site is one component of the State's SNS Plan. The SNS Plan, maintained by NC PHP&R, shall be the overarching master document directing State and local responses to a public health-based emergency.

PURPOSE

The purpose of this contract is to acquire a secured and staffed RSS site for SNS and other assets during a public health emergency, identify the roles, responsibilities and expectations of parties involved in the plan and, to define when and how the Contractor will be reimbursed for its cost by the Division of Public Health in the event that SNS or other assets are activated without an official state of emergency declaration.

COUNTIES

This contract serves the following North Carolina Counties: All 100 counties; plus, Eastern Band of Cherokee Indians (EBCI).

PERFORMANCE REQUIREMENTS

The Contractor shall work collaboratively with the Division to provide necessary medical counter measures to approximately 10,383,620 North Carolina citizens in the event of an emergency as follows:

1. Make the WCPSS central warehouse, located at 1551 Rock Quarry Road Raleigh NC, or a mutually agreed upon tertiary location, available within 2 hours of request for use by the State in the event of an emergency requiring SNS assets, other emergency medical material, or a SNS training exercise. At minimum, the following shall be available at the warehouse (facility), as outlined in the Centers for Disease Control (CDC) Strategic National Stockpile *RSS Facility Checklist* for this facility:
 - a. Loading docks measuring no less than forty-eight feet for tractor trailer truck access
 - b. Availability of four thousand (4,000) pound forklifts
 - c. Seven thousand (7,000) square feet of unencumbered space to offload material
 - d. Two thousand to four thousand (2,000-4,000) square feet for a staging area
 - e. One thousand (1,000) square feet of office space
 - f. Minimum of two thousand (2,000) square feet for a repackaging effort, if needed
 - g. Temperature and humidity controls for critical assets
 - h. Existing computers with established/working internet access and printer capability

- i. Existing telephones and fax machines with established/working local and long-distance capability
 - j. Existing dollies and other material transfer items
 - k. Existing restrooms, water fountains, areas for cots and feeding stations for workers unable to leave the duty station
 - l. Minimum of 20 trained, properly equipped staff and certified equipment operators to operate the facility including receiving, staging and storing assets as well as picking and the palletizing orders for transport to county local receiving sites (LRS) and to Eastern Band of Cherokee Indians (EBCI).
2. Maintain and repair, at Contractor expense, the following state equipment pre-staged at the WCPSS warehouse for daily use and emergency operations:
 - a. Four (4) Predator Shrink Wrap Machines (Mfr. – Highlight) – Model #760064
 - b. Four (4) Stretch Wrap Machine Ramps (Mfr. – Highlight) – Model #600038
 - c. Four (4) Hand Pallet Trucks (Mfr. – Dayton) – Model #4YX97
 3. Ensure that facility leads, and staff participate in annual RSS facility training, quarterly call-down notifications, and RSS exercises to maintain staff quota and activation readiness. Trainings are provided by the N.C. Division of Public Health Preparedness and Response Branch (NCPHP&R) in coordination with WCPSS warehouse directors.
 4. Provide security to protect the perimeter of the facility, cache of medications, including controlled substances, doors of the building and other aspects as specified in the *Wake County SNS Warehouse Security Plan* (dated April 2011 or a later revision). This plan is confidential and shall only be shared on an “as needed” basis. The security plan shall be reviewed annually.

PERFORMANCE STANDARDS

The Contractor shall:

1. Ensure that existing facility and warehouse items identified in the Wake County *RSS Facility Checklist* (including 12 pieces of state equipment pre-staged at the warehouse) are properly maintained, operable and available during operations for SNS and other public health emergencies.
2. Ensure that all personnel are properly equipped, trained, and certified to perform RSS facility operations at all times, including participation in NCPHP&R exercises and call-down notifications.
3. Maintain annual training sign-in rosters, call-down notifications acknowledgements, exercise, or incident sign-in rosters to verify activation readiness for warehouse staffing.
4. Prepare and submit required forms provided at the conclusion of all activities at the facility and/or at the conclusion of this contract.

The Division agrees to:

1. In accordance with the North Carolina SNS Plan notify the Wake County Emergency Management Director that services under this Contract are needed and provide a situational update.
2. Provide consistent and effective communication between the Contractor and the Division.
3. Maintain and facilitate regular updates to the SNS Plan and obtain agreement among all agencies with planning and operational responsibilities of their roles and responsibilities within the Plan.
4. Ensure all parties involved in SNS/RSS operations are properly trained and prepared to execute their roles and responsibilities in accordance with the Plan.
5. Ensure that each party appoints a Principal Representative(s) and back-up to serve as the central point of contact responsible for coordinating and implementing this Contract. The Contractor’s contacts will be the Wake County Emergency Management Director or

the Wake County Staff Duty Officer. The Division's contacts will be the SNS State Coordinator, the SNS Logistics Coordinator, and the Public Health Program Manager.

PERFORMANCE MONITORING / QUALITY ASSURANCE PLAN

This Contract will be monitored according to the following plan:

1. Deliverables are monitored by site visits and required reports.
2. Site visits to the WCPSS central warehouse will validate facility, on-site and state equipment, and staff operational status and availability.
3. Wake County Public Safety annual review sheets will be used to validate updates in the *Wake County SNS Warehouse Security Plan*.
4. After each exercise or event or, by request of either Party, issue an After-Action Report investigating and evaluating operations and performance of the exercise or event.

REIMBURSEMENT

The Division is responsible for authorizing all SNS and other public health emergency requests. If this Contract is activated and a State of Emergency is not declared by the North Carolina Governor, the Division will immediately seek to amend this contract to include a budget that will allow the Division to reimburse the Contractor for costs incurred when performing services under this agreement. Contract administrators from both parties are authorized to sign and institute amendments to this contract.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Demand	Reporting Frequency	Annual
Measure	Number of NC citizens potentially requiring SNS or other assets in the event of a public health emergency or disaster situation		

Fiscal Year	2025	Trend	Maintain
Baseline Value	10,383,620		
Target Value	10,383,620		
Data Source	US Census Bureau Reports (Mail and In Person)		
Collection Process and Calculation	Various Statistical Reports, Tools and Software		
Collection Frequency	Every 10 years		

Fiscal Year	2024	Trend	Maintain
Baseline Value	10,383,620		
Target Value	10,383,620		
Data Source	US Census Bureau Reports (Mail and In Person)		
Collection Process and Calculation	Various Statistical Reports, Tools and Software		
Collection Frequency	Every 10 years		

Fiscal Year	2023	Trend	Maintain
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Baseline Value	10,383,620
Target Value	10,383,620
Data Source	US Census Bureau Reports (Mail and In Person)
Collection Process and Calculation	Various Statistical Reports, Tools and Software
Collection Frequency	Every 10 years

Fiscal Year	2022	Trend	Maintain
Baseline Value	10,383,620		
Target Value	10,383,620		
Data Source	US Census Bureau Reports (Mail and In Person)		
Collection Process and Calculation	Various Statistical Reports, Tools and Software		
Collection Frequency	Every 10 years		

Fiscal Year	2021	Trend	Maintain
Baseline Value	10,383,620		
Target Value	10,383,620		
Data Source	US Census Bureau Reports (Mail and In Person)		
Collection Process and Calculation	Various Statistical Reports, Tools and Software		
Collection Frequency	Every 10 years		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of facilities made available by Contractor, within 2 hours of request, that meet Centers for Disease Control (CDC) Strategic National Stockpile minimum criteria for a primary or tertiary warehouse in Wake County.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	CDC's SNS Program "RSS Facility Checklist" for Wake County facility.		
Collection Process and Calculation	The Checklist provided by and approved by the CDC as submitted by the Division is used by the Contractor to provide the WCPSS central warehouse, or a mutually agreed upon tertiary location when necessary, when SNS assets will be received for North Carolina.		
Collection Frequency	As needed		

Fiscal Year	2024	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	CDC's SNS Program "RSS Facility Checklist" for Wake County facility.		
Collection Process and Calculation	The Checklist provided by and approved by the CDC as submitted by the Division is used by the Contractor to provide the WCPSS central warehouse, or a mutually agreed upon tertiary location when necessary, when SNS assets will be received for North Carolina.		
Collection Frequency	As needed		

Fiscal Year	2023	Trend	Maintain
Baseline Value	1		

Target Value	1
Data Source	CDC's SNS Program "RSS Facility Checklist" for Wake County facility.
Collection Process and Calculation	The Checklist provided by and approved by the CDC as submitted by the Division is used by the Contractor to provide the WCPSS central warehouse, or a mutually agreed upon tertiary location when necessary, when SNS assets will be received for North Carolina.
Collection Frequency	As needed

Fiscal Year	2022	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	CDC's SNS Program "RSS Facility Checklist" for Wake County facility.		
Collection Process and Calculation	The Checklist provided by and approved by the CDC as submitted by the Division is used by the Contractor to provide the WCPSS central warehouse, or a mutually agreed upon tertiary location when necessary, when SNS assets will be received for North Carolina.		
Collection Frequency	As needed		

Fiscal Year	2021	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	CDC's SNS Program "RSS Facility Checklist" for Wake County facility.		
Collection Process and Calculation	The Checklist provided by and approved by the CDC as submitted by the Division is used by the Contractor to provide the WCPSS central warehouse, or a mutually agreed upon tertiary location when necessary, when SNS assets will be received for North Carolina.		
Collection Frequency	As needed		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of Wake County SNS Warehouse Security Plans that shall be initiated/activated in the event of a public health emergency or disaster situation for protection of the perimeter of the facility, cache of medications (including controlled substances), doors of the building and other aspects as specified.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	Wake County SNS Warehouse Security Plan Review Sheet		
Collection Process and Calculation	Contractor provides review sheet for Wake County SNS Warehouse Security Plan to DPH contract administrator		
Collection Frequency	Annually or as needed		

Fiscal Year	2024	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	Wake County SNS Warehouse Security Plan Review Sheet		
Collection Process and Calculation	Contractor provides review sheet for Wake County SNS Warehouse Security Plan to DPH contract administrator		
Collection Frequency	Annually or as needed		

Fiscal Year	2023	Trend	Maintain
Baseline Value	1		

Target Value	1
Data Source	Wake County SNS Warehouse Security Plan Review Sheet
Collection Process and Calculation	Contractor provides review sheet for Wake County SNS Warehouse Security Plan to DPH contract administrator
Collection Frequency	Annually or as needed

Fiscal Year	2022	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	Wake County SNS Warehouse Security Plan Review Sheet		
Collection Process and Calculation	Contractor provides review sheet for Wake County SNS Warehouse Security Plan to DPH contract administrator		
Collection Frequency	Annually or as needed		

Fiscal Year	2021	Trend	Maintain
Baseline Value	1		
Target Value	1		
Data Source	Wake County SNS Warehouse Security Plan Review Sheet		
Collection Process and Calculation	Contractor provides review sheet for Wake County SNS Warehouse Security Plan to DPH contract administrator		
Collection Frequency	Annually or as needed		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of fixed assets that will be pre-staged and maintained at the Wake County Public School warehouse to receive stage, apportion and prepare for shipment of SNS assets during a real event or training exercise.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	12		
Target Value	12		
Data Source	Fixed asset inventory workbook		
Collection Process and Calculation	Contractor will check state fixed assets for inventory and functionality, repair as needed, and document on the annual fixed asset workbook available to Division during site visits or upon request		
Collection Frequency	Annual		

Fiscal Year	2024	Trend	Maintain
Baseline Value	12		
Target Value	12		
Data Source	Fixed asset inventory workbook		
Collection Process and Calculation	Contractor will check state fixed assets for inventory and functionality, repair as needed, and document on the annual fixed asset workbook available to Division during site visits or upon request		
Collection Frequency	Annual		

Fiscal Year	2023	Trend	Maintain
Baseline Value	12		
Target Value	12		

Data Source	Fixed asset inventory workbook
Collection Process and Calculation	Contractor will check state fixed assets for inventory and functionality, repair as needed, and document on the annual fixed asset workbook available to Division during site visits or upon request
Collection Frequency	Annual

Fiscal Year	2022	Trend	Maintain
Baseline Value	12		
Target Value	12		
Data Source	Fixed asset inventory workbook		
Collection Process and Calculation	Contractor will check state fixed assets for inventory and functionality, repair as needed, and document on the annual fixed asset workbook available to Division during site visits or upon request		
Collection Frequency	Annual		

Fiscal Year	2021	Trend	Maintain
Baseline Value	12		
Target Value	12		
Data Source	Fixed asset inventory workbook		
Collection Process and Calculation	Contractor will check state fixed assets for inventory and functionality, repair as needed, and document on the annual fixed asset workbook available to Division during site visits or upon request		
Collection Frequency	Annual		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of personnel provided by contractor that are trained and equipped for warehouse operations, certified as necessary to perform their function, and participating in quarterly call-down notification drills, annual training sessions, and SNS exercises and/or response to real world incidents as requested by the Division.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	20		
Target Value	20		
Data Source	Call-Down Notifications acknowledged on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In at warehouse validate participation in training, exercises, and reporting for duty. The Division maintains these reports and Sign-In Rosters.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2024	Trend	Maintain
Baseline Value	20		
Target Value	20		
Data Source	Call-Down Notifications acknowledged on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In at warehouse validate participation in training, exercises, and reporting for duty. The Division maintains these reports and Sign-In Rosters.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2023	Trend	Maintain
Baseline Value	20		

Target Value	20
Data Source	Call-Down Notifications acknowledged on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In at warehouse validate participation in training, exercises, and reporting for duty. The Division maintains these reports and Sign-In Rosters.
Collection Frequency	Quarterly or as needed

Fiscal Year	2022	Trend	Maintain
Baseline Value	20		
Target Value	20		
Data Source	Call-Down Notifications acknowledged on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In at warehouse validate participation in training, exercises, and reporting for duty. The Division maintains these reports and Sign-In Rosters.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2021	Trend	Maintain
Baseline Value	20		
Target Value	20		
Data Source	Call-Down Notifications acknowledged on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In at warehouse validate participation in training, exercises, and reporting for duty. The Division maintains these reports and Sign-In Rosters.		
Collection Frequency	Quarterly or as needed		

Measure Type	Outcome	Reporting Frequency	Annual
Measure	The percentage of assets that are received, prepared and secured during activation of a real or simulated exercise event.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Pick Lists and Bill of Ladings		
Collection Process and Calculation	Contractor provides copies of all Pick List and Bill of Ladings to DPH RSS Supervisor		
Collection Frequency	As needed		

Fiscal Year	2024	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Pick Lists and Bill of Ladings		
Collection Process and Calculation	Contractor provides copies of all Pick List and Bill of Ladings to DPH RSS Supervisor		
Collection Frequency	As needed		

Fiscal Year	2023	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Pick Lists and Bill of Ladings		

Collection Process and Calculation	Contractor provides copies of all Pick List and Bill of Ladings to DPH RSS Supervisor
Collection Frequency	As needed

Fiscal Year	2022	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Pick Lists and Bill of Ladings		
Collection Process and Calculation	Contractor provides copies of all Pick List and Bill of Ladings to DPH RSS Supervisor		
Collection Frequency	As needed		

Fiscal Year	2021	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Pick Lists and Bill of Ladings		
Collection Process and Calculation	Contractor provides copies of all Pick List and Bill of Ladings to DPH RSS Supervisor		
Collection Frequency	As needed		

Measure Type	Quality	Reporting Frequency	Annual
Measure	Percent of warehouse and security personnel that are properly equipped, trained, and certified to perform RSS facility operations at all times, including participation in NCPHP&R exercises and call-down notifications.		

Fiscal Year	2025	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Call-Down Notification acknowledgements on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In Rosters at warehouse validate participation in training, exercise, and reporting for duty. The Division provides and reviews these reports and Sign-In Rosters with Contractor for monitoring purposes.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2024	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Call-Down Notification acknowledgements on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In Rosters at warehouse validate participation in training, exercise, and reporting for duty. The Division provides and reviews these reports and Sign-In Rosters with Contractor for monitoring purposes.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2023	Trend	Maintain
Baseline Value	100%		

Target Value	100%
Data Source	Call-Down Notification acknowledgements on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In Rosters at warehouse validate participation in training, exercise, and reporting for duty. The Division provides and reviews these reports and Sign-In Rosters with Contractor for monitoring purposes.
Collection Frequency	Quarterly or as needed

Fiscal Year	2022	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Call-Down Notification acknowledgements on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In Rosters at warehouse validate participation in training, exercise, and reporting for duty. The Division provides and reviews these reports and Sign-In Rosters with Contractor for monitoring purposes.		
Collection Frequency	Quarterly or as needed		

Fiscal Year	2021	Trend	Maintain
Baseline Value	100%		
Target Value	100%		
Data Source	Call-Down Notification acknowledgements on NC TERMS; Sign-In Rosters for training, exercises, and real world incidents.		
Collection Process and Calculation	Personnel acknowledge Quarterly Call-Down Notifications, and Sign-In Rosters at warehouse validate participation in training, exercise, and reporting for duty. The Division provides and reviews these reports and Sign-In Rosters with Contractor for monitoring purposes.		
Collection Frequency	Quarterly or as needed		

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - He or she has completed the attached Disclosure of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR
 - He or she has not completed the attached Disclosure of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature *Nicholas J. ...* Wake County Fire Services Director
 Title

County of Wake

Contractor [Organization's] Legal Name _____ Date 11-26-2019

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

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

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

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

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input checked="" type="checkbox"/> c. Post-Award</p>	<p>3. Report Type</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: <u>unknown</u></p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Unknown</u></p>
<p>Congressional District (if known)</p>		<p>Congressional District (if known)</p>
<p>6. Federal Department/Agency: <u>Pipeline and Hazardous Materials Safety Administration</u></p>		<p>7. Federal Program Name/Description: <u>N/A</u> CFDA Number (if applicable) _____</p>
<p>8. Federal Action Number (if known) <u>N/A</u></p>		<p>9. Award Amount (if known): <u>N/A</u> \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>The Ferguson Group, LLC</u> <u>1901 Pennsylvania Ave, NW Suite 700 Washington DC 20006</u> (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <u>Imo, Jennifer L</u> <u>Israel, Zachary</u> <u>Gwerin, W. Roger</u> <u>Kalbacher, Karl</u> (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply): \$ <u>150,000</u> <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input checked="" type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): <u>Develop legislative and other federal strategies to accomplish County goals and objectives. Secure assistance to County congressional meetings. Assist in preparation of funding request. Report on pertinent pending legislation.</u></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u>Emily Lucas</u> Print Name: <u>Emily Lucas</u> Title: <u>Chief Financial Officer</u> Telephone No: <u>919-551-9054</u> Date: <u>5/20/2019</u></p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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

II. Certification Regarding Drug-Free Workplace Requirements

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

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 331 S. McDowell St.

City, State, Zip Code: Raleigh, NC 27601

Street Address No. 2: 1551 Rock Quarry Road

City, State, Zip Code: Raleigh, NC 27610

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure of Lobbying Activities

Instructions

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

State Certifications
Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: County of Wake

Contractor's Authorized Agent: Signature Nicholas Campasano Date 11-26-2019

Printed Name Nicholas Campasano Title Wake County Fire Services Director

Witness: Signature Diana McBride Date 11/26/2019

Printed Name Diana McBride Title Sr. Accounting Tech.

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.