

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 16, 2024

SUBJECT: Budget Amendment and Bid Award-Mobile Library Vehicle

PRESENTER: Trina Rushing, Library Director

ATTACHMENTS:

1. Budget Amendment
2. State Aid Disbursement Letter
3. Bid Tabulation
4. Publishers Affidavit
5. Truck Builders, LLC Proposal Page

SUMMARY OF REQUEST:

The Board is requested to approve the low bid amount and authorize the library staff to proceed with the purchase of a mobile library vehicle from Truck Builders, LLC in the amount of \$213,319.55. Bidding was conducted between May 29, 2024, and June 14, 2024.

Funding for this project include State Aid ARPA funding for \$89,766 and \$100,000 in donations from the Friends of the Library. Restricted library donations of \$29,960 will also be used. Costs for tag, tax and title are also included.

The Board is requested to approve a Budget Amendment, recognizing \$89,766 in state grant funding, \$100,000 in contributions from the Friends of the Library, and \$29,960 of restricted library donation funds from the General Fund for the County funded portion of the contract and other associated costs.

BOARD ACTION REQUESTED:

The Board is requested to accept the low bid from Truck Builders, LLC in the amount of \$213,319.55 for a Library bookmobile as specified and to authorize the library staff to proceed with the purchase.

The Board is also requested to approve a Budget Amendment, recognizing \$89,766 in state grant funding, \$100,000 in contributions from the Friends of the Library, and \$29,960 of restricted library donation funds from the General Fund for the County funded portion of the contract and other associated costs.

Suggested Motion:

I move the Board accept the low bid and approve the budget amendment as presented.

5/30/2024

To: Trina Rushing, Henderson County Public Library

From: Michelle Underhill, State Library of North Carolina, NC Department of Natural and Cultural Resources

Re: Non-recurring SFRF Aid to Public Libraries: Additional disbursement of funds

An additional disbursement of Non-recurring SFRF Aid to Public Libraries funds will be distributed in 2024 to qualifying libraries.

If you qualify, the additional disbursement amount for Henderson County Public Library is \$6,345. In addition to the \$83,421 disbursed on 9/27/2022, the total allotment is \$89,766. The additional disbursement amount will be sent to qualifying libraries in a lump sum allotment and these funds must be fully expended by December 31, 2026.

The total amount being distributed to all qualifying public libraries in this additional disbursement is \$650,000. The standard State Aid for Public Libraries distribution formula was utilized to calculate the amount for each library.

In order to qualify for the additional disbursement, the following criteria must be met:

1. The library must notify the State Library of North Carolina that it will accept the additional disbursement and if accepts, either meets or will meet the following criteria prior to receiving the disbursement, by contacting Jennifer Pratt at Jennifer.pratt@dncr.nc.gov.
2. The library must continue to qualify to receive State Aid for Public Libraries.
3. The library must expend all Non-recurring SFRF Aid to Public Library funds by December 31, 2026.
4. The library must sign and fully execute an amendment to the original agreement by December 1, 2024. The amendment with the eligible amount of funding will be sent to you in July 2024.
5. The library must be up to date on submitting its reports on Non-recurring SFRF Aid to Public Libraries prior to the additional disbursement being made, agree to submit future quarterly reports until funds are fully expended, and a final report at the conclusion of the expenditures. Reports and documentation on expenditures must

be maintained by the public library for five years after the grant period ends on December 31, 2026.

If you have any questions about SFRF Aid to Public Libraries, please contact Jennifer Pratt, SFRF Aid to Public Libraries Grant Administrator at Jennifer.pratt@dncr.nc.gov. Additional information about SFRF Aid to Public Libraries may be found on the State Library of North Carolina website at <https://statelibrary.ncdcr.gov/services-libraries/non-recurring-sfrf-aid-public-libraries>.

Bid Tabulation
ITB: HENDERSON COUNTY LIBRARY BOOKMOBILE
JUNE 14, 2024 at 3:00PM EST

| Vendor Name | Total Bid Price | Difference from Low Bid |
|------------------------------------|------------------------|--------------------------------|
| TRUCK BUILDERS, LLC | \$ 213,319.55 | |
| TECHOPS SPECIALITY VEHICLES (TOSV) | \$ 293,990.58 | \$ (80,671.03) |
| FARBER SPECIALTY VEHICLES | \$ 329,519.00 | \$ (116,199.45) |



P.O. Box 1276
Hendersonville, NC 28793
Phone: (828) 698-0407
E-mail: legals@hendersonvillelightning.com
Web: hendersonvillelightning.com

May 29, 2024

Doug Guffey
Purchasing Agent
Historic Courthouse Annex
113 N. Main Street
Hendersonville, NC 28792

Public Notice: ITB: HC Library Bookmobile

I, William L. Moss, affirming the following under the penalties of perjury state:

I am editor and publisher of the *Hendersonville Lightning*, a newspaper published, issued and entered as periodical mail in the City of Hendersonville, County of Henderson and State of North Carolina. I hereby certify that the advertisement annexed hereto was published in the editions of the *Hendersonville Lightning* on the following date or dates:

5/29/24

And that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and is a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 29th day of May, 2024.

(Signed) 

Sworn to and subscribed before me this 29th day of May, 2024.


Janet R. Chapin Notary Public

My commission expires December 11, 2024.

**PUBLIC NOTICE
ADVERTISEMENT FOR
SEALED BIDS**

HENDERSON COUNTY

Henderson County will accept sealed bids for the furnishing of one bookmobile as specified until 3:00 PM EST, June 14, 2024, at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the bids will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "Henderson County Library Bookmobile." The vehicles must conform to the specifications provided and will be awarded based upon the lowest responsive responsible bidder standard. A copy of the bid package may be obtained from the Henderson County Finance Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding Holidays, or on Henderson County's website at <https://www.hendersoncountync.gov/rfps>. Bidders with questions regarding vehicle specifications and/or the bid process should contact Doug Guffey, Lead Purchasing Agent, at 828-694-5023. Henderson County reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.

Doug Guffey,
Purchasing Agent
Henderson County
Finance Department



Henderson County Government
ITB: Henderson County Library Bookmobile

Date of Issue: May 29, 2024

Bid Due Date: June 14, 2024, at 3:00 PM EST

Direct all inquiries concerning this ITB to:

Doug Guffey

Lead Purchasing Agent

Phone: 828-694-5023

Email: hcpurchasing@hendersoncountync.gov

TRUCK BUILDERS, LLC

BID FORM

GENERAL

Pursuant to the General Statutes of North Carolina and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit, as applicable, sealed bids, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment, and/or services. All bids will be received by the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792, June 14, 2024, at 3:00 PM EST, at which time the sealed bids will be publicly opened and read.

PRICING

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that they will furnish the equipment and/or services called for in the manner prescribed in the specifications and instructions to bidders for the following price:

| DESCRIPTION (YEAR, MAKE, MODEL) | QTY | UNIT PRICE | EXTENDED PRICE |
|-----------------------------------------------------|-----|---------------------------|----------------|
| 2024 FORD TRANSIT-350 HIGH ROOF 148" WB EXTENDED | 1 | — | \$ 213,319.55 |
| UPFITTING OF VEHICLE | | INCL. | |
| SHIPPING TO HENDERSON COUNTY, NC | | INCL. | |
| APPLICABLE SALES TAX | | HENDERSON TO PAY TAXES, * | N/A T.B. IS A |
| GRAND TOTAL FOR ALL GOODS AND/OR SERVICES. | | | TEXAS CORP. |
| ESTIMATED DELIVERY DATE OF EQUIPMENT | | | 4-7 MONTHS |

OFFER AND ACCEPTANCE


* SEE ATTACHED DETAILED PROPOSAL,

Henderson County seeks offers for the goods and/or services described in this solicitation. The County's acceptance of any offer must be demonstrated by execution of the acceptance found below. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) special terms and conditions specific to this ITB/RFQ, (2) specifications and requirements under the Instruction to Bidders, (3) Henderson County Terms and Conditions of this ITB/RFQ, and (4) the agreed portions of the awarded Vendor's offer. **No contract shall be binding on the County until an encumbrance of funds and preaudit has been made for payment of the sums due under the contract.**

EXECUTION

In compliance with this Invitation for Bid/Request for Quote, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

| | | |
|------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------|
| OFFEROR: TRUCK BUILDERS, LLC | | |
| STREET ADDRESS: 20702 HEMPSTEAD ROAD, SUITE 110 | P.O. BOX: — | ZIP: 77065 |
| CITY, STATE & ZIP: HOUSTON, TX 77065 | TELEPHONE NUMBER: 281-513-6882 | TOLL FREE TEL. NO. — |
| PRINT NAME & TITLE OF PERSON SIGNING: JAKE JACOBSEN - MGR, SPEC, PROJ, | | FAX NUMBER: — |
| AUTHORIZED SIGNATURE:  | DATE: 6-11-2024 | E-MAIL: JAKE@CHEFUNITS.COM |

Offer valid for ninety (90), days from date of offer opening unless otherwise stated here: 120 days.

ACCEPTANCE OF OFFER

If any or all parts of this ITB/RFQ are accepted, an authorized representative of Henderson County shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR COUNTY USE ONLY

Offer accepted and contract awarded pursuant to Purchase or Contract Order number _____ this _____ day of _____, 20____, as indicated on attached certification,

by _____ (Authorized representative of Henderson County).

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).

Henderson County Finance Director

BIDDER'S CHECKLIST

- Be aware of the bid opening date and time as indicated on the first page of this bid.
- You must submit **sealed bids in hard copy format**. Ensure your bid is properly addressed and clearly marked.
- All signatures must be by a company officer or agent who is authorized to enter into and sign bid documents.
- Have you read and understood the "Terms and Conditions" and the "Instructions to Bidders" for submitting a bid?
- Have you read and do you completely understand all the specifications of this bid?
- Have you submitted the requested number of copies of your bid and included all the requested literature and specifications?
- If an addendum to the specifications was issued, has it been signed and returned with this bid?
- Have you enclosed statements explaining any exceptions made to the specifications?
- Have you included executed copies of the attachments?

INSTRUCTIONS TO BIDDERS

Section 1: Purpose

The purpose of this document is to provide general and specific information for the purchase of a **bookmobile for the Henderson County Library**. All bids and contracts are governed by Henderson County policy, Section 143-129 of the North Carolina General Statutes, and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit as applicable.

Section 2: Bid Schedule

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

| Action | Time | Date |
|------------------------|-------------|-------------|
| Bid issued | 5:00 PM | 05/29/2024 |
| Deadline for Questions | 5:00 PM | 06/05/2024 |
| County Responses | 5:00 PM | 06/07/2024 |
| Bids Due | 3:00 PM | 06/14/2024 |

Section 3: Bid Contact

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Henderson County Finance Department to the attention of the Lead Purchasing Agent:

Doug Guffey
hcpurchasing@hendersoncountync.gov

Note: Bids shall be submitted sealed as provided herein. Bids cannot be submitted via email.

Section 4: Bidder Questions

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

Section 5: Objections to the Specifications

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Doug Guffey, Lead Purchasing Agent, in writing, stating and listing the specifications and objections, no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Doug Guffey, Lead Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

Section 6: Alternate Bids

Alternate bids are allowed. Alternate bids are those that are not identical by manufacturer and model to what is outlined within the bid document or one which has substantially different specifications to what is outlined in the bid document. When alternate bids are submitted, the bidder must submit documentation for review as a part of the bid to show that the product meets or exceeds the specifications of the item(s) referenced in the specifications. It shall be the responsibility of the bidder to show that the alternate equipment is equivalent and conforms to the specifications contained herein. Bidders may submit multiple bids on various manufacturers' brands/models.

Section 7: Bid Options

The County reserves the right to request pricing on optional equipment or services along with the pricing for the main or primary product or items when applicable. At the discretion of the County, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The bid award will be made to the lowest, responsive, responsible bidder for the main or primary product or services on the Bid Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the bid award.

Section 8: How to Prepare Bids

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Prices are to remain firm for the period stated herein.

- I. **BID FORM:** Submit all prices and offers on the **BID FORM(S)** provided herein. All bids must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative.
- II. **Addendum(s):** If applicable, bidders shall include signed addendum(s) with their bid submittal acknowledging the modifications made to the bid document.
- III. **SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page.

Section 9: How to Submit Bids

- I. **SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.**
- II. Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, printed one side, only bound with a single staple in the upper left corner or with a single removable clip (no 3-ring binders) and must be SEALED in an envelope. **NO EMAIL OR FAX BIDS WILL BE ACCEPTED.**
- III. All bids must be mailed or delivered as follows in enough time to ensure receipt by the Purchasing Agent for this purpose on or before the time and date specified on the Bid Form. Bids not received by the time and date specified on the Bid Form will not be opened or considered.

Mailing & Delivery Address:

ITB: Henderson County Library Bookmobile
Henderson County Finance Department
Historic Courthouse Annex
113 N. Main Street
Hendersonville, NC 28792

- IV. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

Section 10: Bid Opening

- I. Bids will be opened and read at the time and place shown on the enclosed Bid Form. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- II. Bidders may review and request copies of the bid documents after the public bid opening has concluded.
- III. Bids will be examined by the Purchasing Agent and the using department officials promptly after the opening and an award made as early as possible. No bids may be withdrawn except for as provided herein.

Section 11: Award of Bid

- I. **Standard of Bid Award Acceptance:**
The County reserves the right to reject any and/or all bids received as allowed by law, or to select the bid which, in our opinion, is in the best overall interest of the County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

D. Electrical

- 1. Two 12 GFCI volt outlets and d/c power strips along desk and work area for equipment charging and use.

SEE ATTACHED
PROPOSAL

E. Lighting

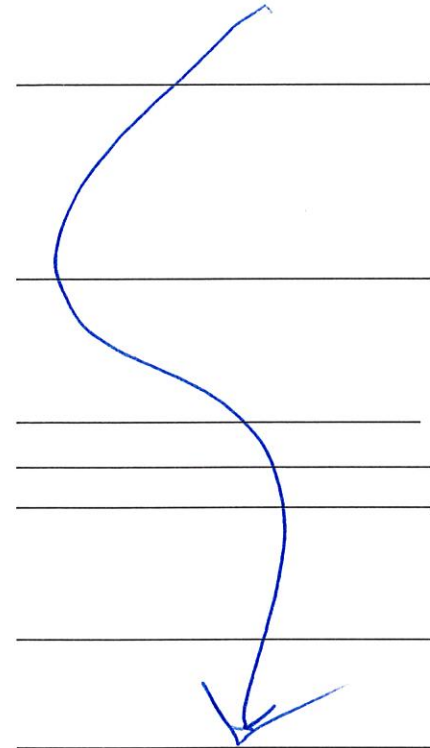
- 1. Full compartment LED Lighting
- 2. The switch for the lights shall be located in the dash of the driver side of the vehicle

F. Exterior

- 1. Manual Exterior awning shall be a minimum of 9' long and 8' Wide over sliding side door. Color of awning to be determined by Library staff.
- 2. Minimum 1,000 lb. Wheelchair lift. (Interior mounted lift accessible from rear of units for loading and unloading of individuals and book carts.)
- 3. Flood lights on all corners of vehicle
- 4. Grip steps to be installed

G. Technology

- 1. 8-IN-1 dome antenna kit
- 2. Wireless router WWAN 4 port switch 1GbE Wi-Fi 6 LTE, Bluetooth Dual Band 5G



III. Interior Drawing

A rendering of the proposed layout of the bookmobile shall be provided inclusive of the specifications above. This rendering may be modified at the request of the County. Modifications to the layout cannot result in a change in price and may be made upon award to the lowest, responsive, responsible bidder.

IV. Warranty

- 1. Minimum Warranty: 3-year 36,000-mile with 5-year 60,000-mile Powertrain limited.

V. Delivery

- 1. Equipment shall be delivered to Henderson County at the address listed below:

Henderson County Garage
2523 Asheville Highway
Hendersonville, NC 28791

VI. Titling

1. Vehicle(s) or equipment shall be titled as follows:

County of Henderson
113 N Main St
Hendersonville, NC 28792

Section 15: Minority & Disadvantaged Business

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 as well as 2 CFR 200.321 of the Uniform Administrative Requirements, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County’s contracting and procurement programs.

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>.

Section 16: Contracting

The contract shall incorporate and be in compliance with all provisions within Section 17: Terms & Conditions as well as Attachment I: Funding Procedural Requirements Addendum.

In addition, the contract, and all contracts drafted by the successful firm for purchase, construction, and other services to be provided on this project, shall incorporate, and comply with all Federal Uniform Guidance policies and procedures currently or in the future adopted by the Henderson County Board of Commissioners. “Federal Awards Allowable Costs/Cost Principles” as it relates to the American Rescue Plan Expenditures, https://www.hendersoncountync.gov/sites/default/files/fileattachments/board_of_commissioners/meeting/132661/d.b.pdf must be followed as approved or amended by the Henderson County Board of Commissioners, https://www.hendersoncountync.gov/sites/default/files/fileattachments/board_of_commissioners/meeting/132671/ca.a.pdf , ...and such other and further policies, procedures, and contract addenda that the County may adopt regarding to expenditures of Fiscal Recovery Funds (State or Local) under the American Rescue Plan Act, Pub. L. No 117-2.

Notification of compliance with these contract provisions shall be submitted to the Henderson County Finance Department quarterly from the date of execution of the contract.

Section 17: Terms and Conditions

Any bid submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_conditions.15.23_0.pdf

These Terms and Conditions, which refer to a “purchase order”, shall be deemed to be included in any contract entered into as a result of this Invitation to Bid (“ITB”).

Any attempt by a proposed contracting party (the "Bidder") under the ITB to exclude any of these Terms and Conditions shall cause any bid or proposal made in response to this ITB to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or work sought under this ITB is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a bid or proposal.

Section 18: Funding Source

This request for bids is funded with federal grant funds. 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit is applicable as contained herein.

Section 19: Attachments

Attachment I: Vendor Information Form

Attachment II: Funding Procedural Requirements Addendum



20702 Hempstead Rd Ste 110 • Houston, TX 77065-5670 • Phone: 7135892613

Henderson County
Job Address:
113 N Main St
Hendersonville, NC 28792

Print Date: 6-11-2024

Proposal for Henderson County Library Bookmobile

* Pricing valid for 120 days.

* Completion time is estimated at 4-7 months from the date of order. Delays may occur if the vehicle has to be custom ordered.

| Items | Description | Qty/Unit | Unit Price | Price |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| New 2024 Ford Transit-350 High Roof Extended 148" WB Truck | 3.73 Limited-Slip Axle Ratio Wheels: 16" Heavy Duty Silver Steel Wheels: 16" Heavy-Duty Forged Aluminum Vinyl Front Bucket Seats Cloth Front Bucket Seats Dark Palazzo Gray Vinyl Bucket Seats Dark Palazzo Gray Cloth Bucket Seats w/Armrests Front Fog Lamps Midship Extended Range Fuel Tank (31 Gallons) Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors Heavy-Duty Trailer Tow Package Passenger-Side B-Pillar Assist Handle Illuminated Sun Visors Digital Rearview Mirror Front Overhead Shelf Large Center Console Front & Rear Vinyl Floor Covering Heavy-Duty Cargo Flooring Auxiliary Fuse Panel Keyless Entry Keypad Modified Vehicle Wiring System AM/FM Stereo Radio: AM/FM Stereo w/SYNC® 4/SiriusXM w/360L/Nav/iACC Dual AGM Batteries (70 Amp-hr Each) Upfitter Package 2 Additional Keys (4 Total) Blind Spot Assist 1.0 High Resolution Digital Camera Reverse Sensing System Side Sensing System Interior Upgrade Package Heavy-Duty Scuff Plate Kit Front License Plate Bracket Short-Arm Manual-Folding Power Adjust Mirrors Short-Arm Pwr-Folding Heated Pwr Adjusting Mirrors Front Sensing System Intersection Assist Frame Mounted Hitch Receiver Intelligent Adaptive Cruise Control Intelligent Speed Assist (ISA) Electronic Air Temperature Control Tow/Haul Mode w/Trailer Wiring Provisions Traffic Sign Recognition (TSR) 4 Speakers Air Conditioning Electronic Stability Control Front Bucket Seats Tachometer ABS brakes AM/FM radio Brake assist Delay-off headlights Driver door bin Dual front impact airbags Dual front side impact airbags Front anti-roll bar Front reading lights Front wheel independent suspension Fully automatic headlights Illuminated entry Low tire pressure warning Occupant sensing airbag Overhead airbag Panic alarm Passenger cancellable airbag Passenger door bin Power door mirrors Power steering Power windows Remote keyless entry Speed control Steering wheel mounted audio controls Telescoping steering wheel | 1 | \$87,905.75 | \$87,905.75 |

| Items | Description | Qty/Unit | Unit Price | Price |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| | Tilt steering wheel Traction control Variably intermittent wipers Front beverage holders Dual rear wheels Driver's Seat Mounted Armrest Exterior Parking Camera Rear Auto High-beam Headlights 4-Wheel Disc Brakes | | | |
| Extended Length Running Boards Extras | | 1 | \$2,355.75 | \$2,355.75 |
| Glass in sliding and Rear Doors Windows | | 1 | \$1,059.75 | \$1,059.75 |
| B-Pillar Assist Handle Doors | | 1 | \$567.91 | \$567.91 |
| D-Pillar Assist Handles Doors | | 2 | \$385.70 | \$771.40 |
| Driver Controlled Rear Heat/AC: 15,000 BTU Roof Mount HVAC Air Conditioning | Coleman or equal with heat strips. | 1 | \$3,005.64 | \$3,005.64 |
| Lockable Door Bulkhead Extras | | 1 | \$2,482.50 | \$2,482.50 |
| Dual Batteries Truck | | 2 | \$929.67 | \$1,859.34 |
| Cargo Hooks in Cargo Area Extras | | 1 | \$650.37 | \$650.37 |
| Electrical Upfitting-DC Power, 2-Inverters & Battery System (Joule 6.5KW Battery System) Electrical | 1. Vehicle shall be able to operate as a bookmobile for a minimum of 4 hours while vehicle is not running. 2. Vehicle shall be able to plug into a 110 Volt outlet and operate the cargo area of the vehicle and external lights. 3. Shall have a minimum number of 2 inverters. 4. Gas or diesel-powered generators are prohibited. 5. Electrical to include load center, electrical outlets, LED interior lighting, exterior lighting, batteries and compartment (or battery pack system) to operate the vehicle for a minimum of six (6) hours with the engine off. 30 foot shoreline power cable. | 1 | \$29,601.00 | \$29,601.00 |
| Walls & Ceiling Framing | Acrylic, FRP or equal interior walls & ceiling. Includes insulation. | 1 | \$4,241.37 | \$4,241.37 |
| Desk Tables | Desk behind partition (can be drop leaf) approximately 24" x 28" with room for chair. | 1 | \$2,299.57 | \$2,299.57 |

| Items | Description | Qty/Unit | Unit Price | Price |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| Dry Erase Board Mounted Above Desk. Extras | | 1 | \$516.04 | \$516.04 |
| Acore Shelving System Extras | - Three (3) Acore shelving units 36" wide, 6" high with top 3 shelves 9" deep, bottom shelves 11" deep. Shelves should have a lip to keep items from sliding off. Lower shelves to be at a 15 degree tilt-up. - Two (2) shelving units 36" wide 6' high all shelves 9" deep. Shelves should have a lip to keep items from sliding off | 1 | \$19,947.44 | \$19,947.44 |
| Space to Strap Tables & Chairs to Side Wall Extras | Install wall brackets and concealed floor circle tie-rings to secure furniture. | 1 | \$1,463.00 | \$1,463.00 |
| Cabinets Extras | | 1 | \$3,238.55 | \$3,238.55 |
| Flooring: Nickel Coin Pattern Rubberized Flooring Flooring | | 1 | \$1,945.40 | \$1,945.40 |
| Additional Electrical Electrical | Two 12 GFCI volt outlets and D/C power strips along desk and work area for equipment charging and use. Lighting 1. Full compartment LED Lighting 2. The switch for the lights shall be located in the dash of the driver side of the vehicle. | 1 | \$567.91 | \$567.91 |
| 9' Electric Awning Electrical Awnings | Exterior awning shall be a minimum of 9' long and 8' Wide over sliding side door. Color of awning to be determined by Library staff. | 1 | \$2,640.05 | \$2,640.05 |
| Heavy-Duty Handicap Wheelchair Lift with Sensors & Alarm Extras | Minimum 1,000 lb. Wheelchair lift. (Interior mounted lift accessible from rear of units for loading and unloading of individuals and book carts). | 1 | \$11,659.25 | \$11,659.25 |
| LED Flood Lights on all Corners of Vehicle Electrical | | 4 | \$368.41 | \$1,473.64 |
| Grip Steps to be Installed Extras | | 1 | \$501.41 | \$501.41 |
| Technology Items Electrical | 1. 8-IN-1 dome antenna kit 2. Wireless router WWAN 4 port switch 1GbE Wi-Fi 6 LTE, Bluetooth Dual Band 5G | 1 | \$2,659.90 | \$2,659.90 |
| Labor Labor Rate | | 435 | \$60.80 | \$26,448.00 |

| Items | Description | Qty/Unit | Unit Price | Price |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|
| Delivery to Customer Freight | To be trailered on auto hauler. | 1 | \$3,458.61 | \$3,458.61 |
| Warranty Warranty | Parts & labor warranted for 1-year. The vehicle will be warranted per Ford's new unit warranty program, typically 3-years 36,000 miles and 60,000 miles for the powertrain. | 1 | \$0.00 | \$0.00 |
| Training Meeting | Training shall take place in Houston, TX. Truck Builders / Chef Units shall create a training video as well. The cost of travel transportation shall be the customer's responsibility. We can also have the walk through by video. | 1 | \$0.00 | \$0.00 |

Total Price: \$213,319.55

I confirm that my action here represents my electronic signature and is binding.

Signature:



Date:

6-11-2024

Print Name:

JAKE JACOBSEN - MANAGER, SPECIAL PROJECTS
 TRUCK BUILDERS, LLC, DBA CHEF UNITS
 281-513-6882 (cell)
 JAKE@CHEFUNITS.COM

1

TRUCK BUILDERS®

SPECIALITY VEHICLES



Truck Builders, LLC DBA Chef Units

Vanessa Jeanpierre

Government Bids Manager

832-739-9572

vanessa.j@truckbuilders.com

Marco Novo

Founder & CEO

713-589-2613

info@chefunits.com

Truck Builder LLC / DBA Chef Units - is located at 20702 Hempstead Rd, Suite 110, Houston TX 77065.

We acknowledge that we have received all documents regarding this proposal and understand the requirements presented to bidders.

Our prices are guaranteed & valid for 120 days after you receive our proposal.

TRUCK BUILDERS®

SPECIALITY VEHICLES

Submitter: Truck Builders, LLC dba: Chef Units

Date: 06-11-2024

Proposal for:
Henderson County Library Bookmobile
IFB No. VDH-24-002-0169



1.0

Company Experience and Relevant Background



ABOUT US

Chef Units was founded in 2012 under the visionary guidance of Marco Novo, equipped with a strong engineering background and a passion for innovation. Chef Units emerged bearing the hallmark values of unbeatable craftsmanship, innovative design, and total customer dedication.

Driven by a shared passion for mobilizing culinary excellence, our team of seasoned food truck builders has crafted over 500 fully customized, premium mobile kitchens over the past decade.

In our production process, we implement lean manufacturing techniques to become as efficient as possible. Chef Units has a very unique fabrication methodology that makes our product unique. We provide a high level of customization and attention to detail which sets us apart from our competitors. Additionally, we have expanded our expertise to include specialty vehicles, further enhancing our ability to cater to diverse culinary needs and preferences.

Truck Builders acquired Chef Units to expand their expertise into other categories such as medical, educational, and more, broadening their scope and enhancing their capability to serve diverse mobile solutions.



OUR PROCESS

ONE

CONSULTATION

ONE WEEK

Discuss your project with one of our consultation experts. We identify your goals, budget, and timeline and then provide you with a detailed quote for your project.

TWO

3D DESIGN

TWO - THREE WEEKS

Our expert design team develops a fully custom 3D design for your specialty vehicle that aligns with your project goals, budget and timeline.

THREE

CREATIVE

AVERAGE SIX WEEK

Once you have reviewed and approved your custom 3D design, our team of master craftsmen meticulously handcraft your unit in partnership with lead manufacturers, bringing your vision to life.

FOUR

QUALITY CONTROL

ONE WEEK

Discuss your project with one of our consultation experts. We identify your goals, budget, and timeline and then provide you with a detailed quote for your project.

FIVE

TRAINING & DELIVERY

ONE WEEK

Upon unit completion, we offer convenient delivery or warehouse pickup. We also provide thorough training and operational demonstrations for those who want to fully understand their unit before taking it off our premises.

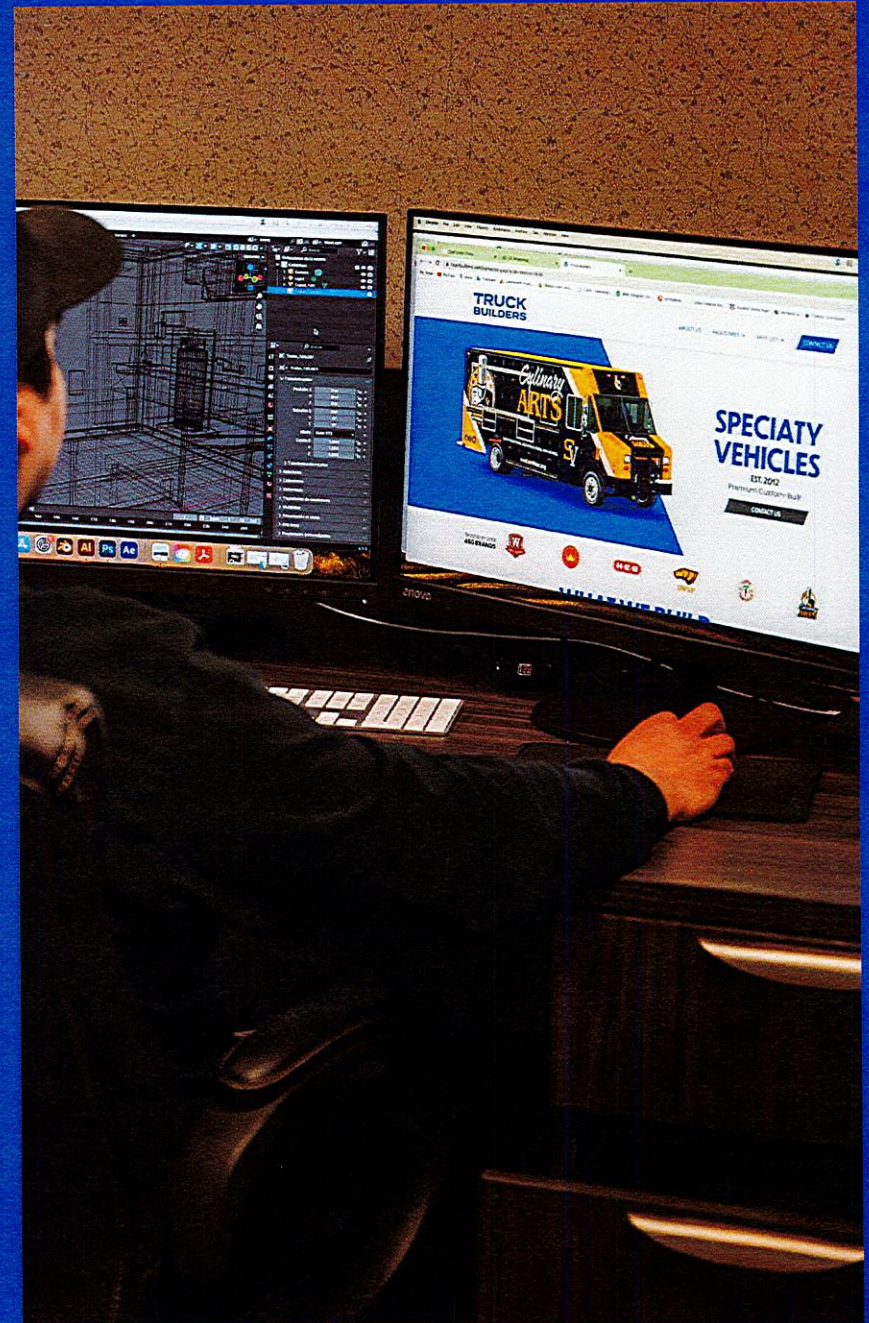
FEATURES & COMPONENTS

- Premium walk-in step vans that deliver performance, comfort, and safety
- Lightweight + rust-resistant aluminum framing for a durable and dependable base
- Premium stainless-steel walls are fire-resistant and rust-resistant
- Fully insulated walls and ceilings help regulate interior temperatures
- Aluminum + vinyl welded and sealed floors are watertight, mold-resistant and pest-resistant
- Custom stainless-steel worktables with lockable cabinets for secure storage-steel worktables: with secure and convenient enclosed cabinet under storage
- Custom sliding generator storage compartment for hidden, secure, and convenient access
- Custom sliding generator storage compartments: tuck your generator away safely and allow for convenient access when needed
- Proprietary cooling system: helps maintain cool interior temperatures

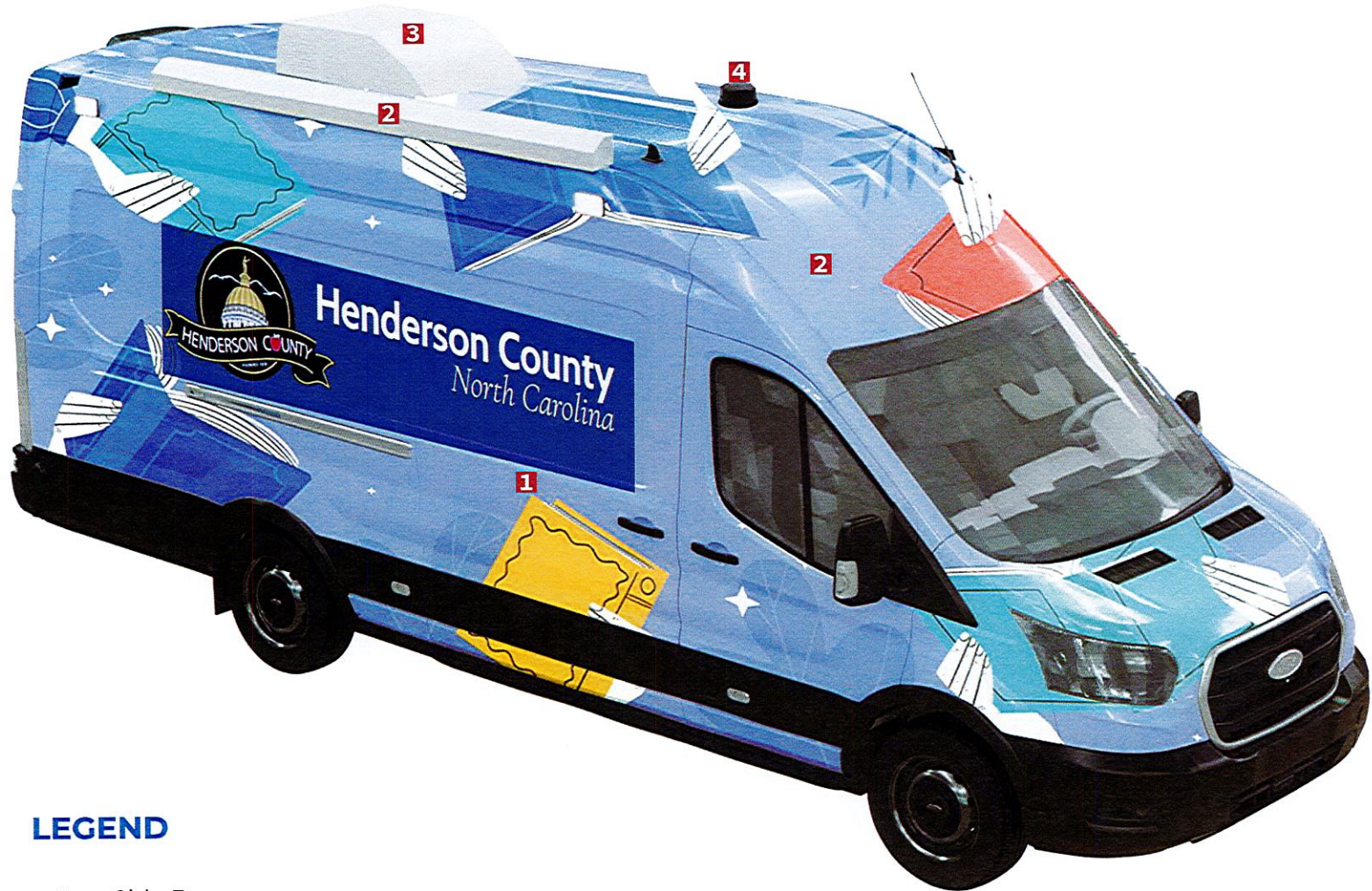


2.0

Proposed Renderings



ISOMETRIC VIEW



LEGEND

1. Side Door
2. 9' Electric Awning
3. Driver Controlled Rear Heat/AC: 15,000 BTU
4. 8-IN-1 dome antenna kit

ISOMETRIC VIEW

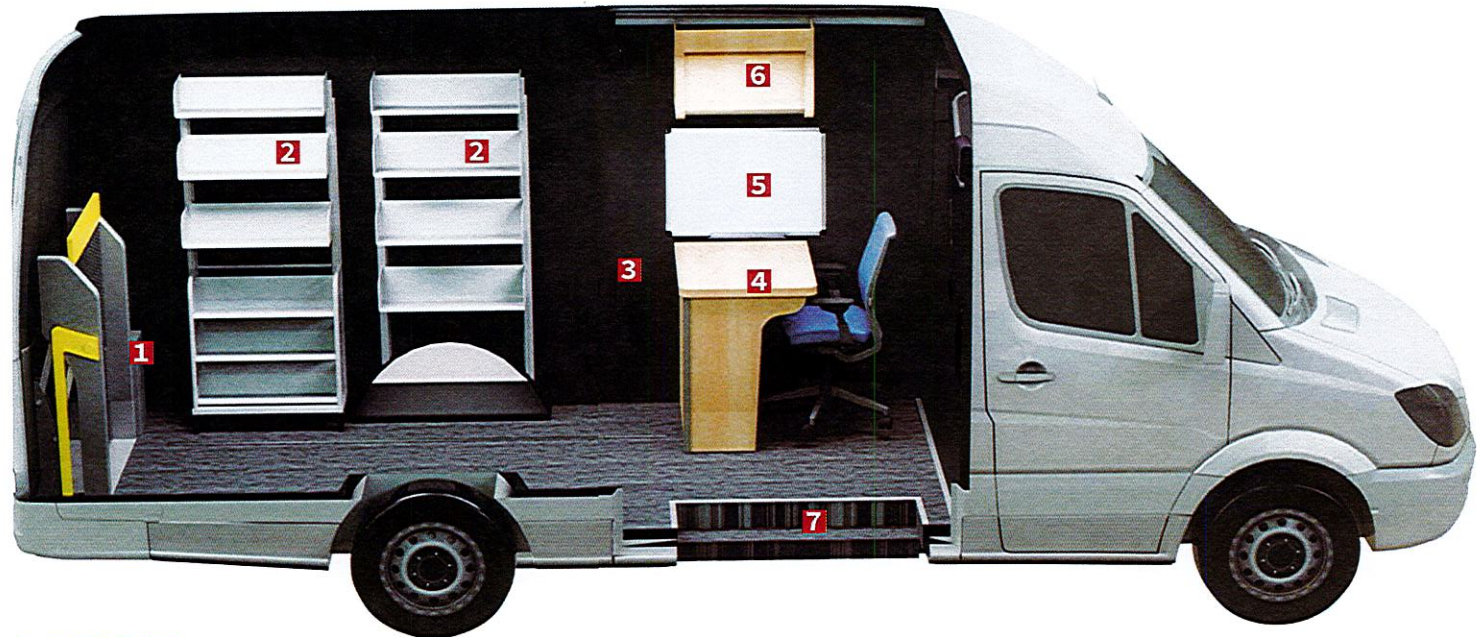
Full graphics & wrap package ***optional***
wrapping not final



LEGEND

1. 9' Electric Awning
2. Driver Controlled Rear Heat/AC: 15,000 BTU
Roof Mount HVAC
3. 8-IN-1 dome antenna kit
4. Rear Door

SIDE VIEW



LEGEND

1. Heavy-Duty Handicap Wheelchair Lift with Sensors & Alarm
2. Acore Shelving & Products, Inc. Book Trucks & Book Shelves
3. Space to Strap Tables & Chairs to Side Wall
4. Staff Workstation w/ Pencil Drawer $\approx 34''w \times 25''d \times 34''h$
5. Dry erase board mounted above desk.
6. Interior cabinets for storage of Wi-Fi, Modem, AC controls, etc.
7. Side Entrance

Comparable Projects



SANGAMON / MEDICAL UNIT



California, USA

SANGAMON / MEDICAL UNIT



California, USA

PEACE & LOVE STUDIOS



Houston, TX USA

SAPPHIRE



San Antonio, TX USA

BRAIN BUZZED



Houston TX, USA

Capabilities and Skills



CAPABILITIES AND SKILLS

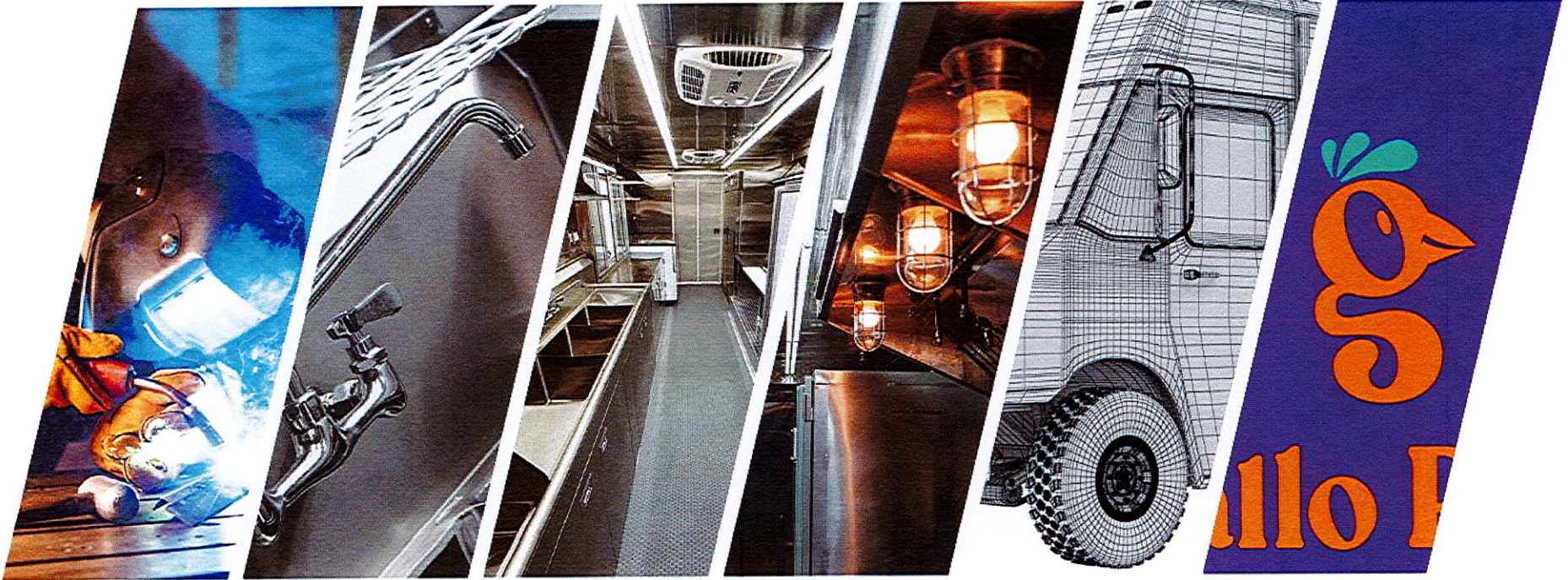
Truck Builders LLC DBA Chef Units

Established in 2012 by civil engineer Marco Novo, Truck Builders LLC DBA Chef Units is renowned for its commitment to excellence in food truck manufacturing. Specializing in crafting bespoke Chef Units as well as Specialty Vehicles, our company prioritizes quality and innovation above all. We have pioneered the use of 3D software, enabling customers to design their food trucks with unparalleled precision directly from our website and receive instant online quotes. Further enhancing the customer experience, our state-of-the-art VR technology allows clients to virtually explore and interact with their designs before they are brought to life.

Employing lean manufacturing techniques, Truck Builders LLC DBA Chef Units ensures optimal efficiency throughout the production process. Our proprietary fabrication methodology guarantees each product's uniqueness, while our dedication to customization and attention to detail distinguishes us from competitors. With a team of highly skilled and motivated individuals boasting over 50 years of collective experience, Truck Builders LLC DBA Chef Units has successfully delivered over 500 mobile restaurants, medical mobile and book mobile in the last decade alone.



CAPABILITIES AND SKILLS



Welding

Plumbing

Sheet Metal

Electrical

3D Design

Branding

"Our quality is a reflection of our identity."



REFERENCES



Company Name: Sangamon County
Dept. of Public Health
Address: 2833 South Grand Avenue
East Springfield, IL 62703
Contact person: Toni J. Perry
Email address:
toni.perry@sangamonil.gov
Telephone: 217-535-3100 x 3705
Project name: Sangamon Med Van
Date worked performed: 05-10-2025
Project cost: \$150K



Company Name: Meriden Public
Schools Food Truck
Address: 142 East Main Street, Room
210
Contact person: Susan Maffe
Email address:
susan.maffe@meridenk12.org
Telephone: +1 203-630-4166
Project name: Special Events Food
Truck
Date worked performed: 06/12/23 -
2/15/24
**Summary of scope of
services:** 22 FT Food Truck
Project cost: \$273K



Company Name: LUPE TORTILLA
Address: 11111 Katy Fwy # 400,
Houston, TX 77079
Contact person: Dustin Winship
Email address:
DWinship@lupetortilla.com
Telephone: +1 832-907-3288
Project name: 24 FT Food Truck
Date worked performed: 4/20/23 -
6/30/23
**Summary of scope of
services:** Revenue and Branding
Project cost: \$210K

TRUCK BUILDERS®

SPECIALITY VEHICLES

We appreciate the opportunity to submit this proposal and thank you for considering our bid. If you have any further questions or need additional information, please don't hesitate to reach out.

Thank you again for your time and consideration.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Truck Builders LLC | |
| | 2 Business name/disregarded entity name, if different from above. Chef Units | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 20702 Hempstead Rd., Suite 110 | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Houston, TX 77065 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

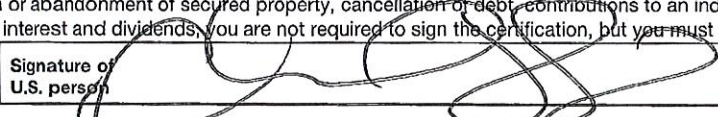
| | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | - | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 9 | 3 | - | 2 | 8 | 5 | 5 | 5 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------|
| Sign Here | Signature of U.S. person  | Date 3/27/2024 |
|------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

This FUNDING PROCEDURAL REQUIREMENTS ADDENDUM (this "Addendum") is entered into by and between Contractor TRUCK BUILDERS, LLC, ("Contractor"), and County of Henderson, a body corporate and politic of the State of North Carolina ("County"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, the County has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("*State Fiscal Recovery Fund*") or Coronavirus Local Fiscal Recovery Fund ("*Local Fiscal Recovery Fund*" and, together with the State Fiscal Recovery Fund, the "*Fiscal Recovery Funds*") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("*ARPA*"); and

WHEREAS, the County contemplates paying, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "*Regulatory Requirements*"); and

WHEREAS, the County has determined that compliance with the provisions of ARPA and the Regulatory Requirements and 2 C.F.R. Part 200 *et seq.* should be required in this Contract.

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, the County shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and County do mutually agree as follows:

AGREEMENTS

- I. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
 - a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

- b) “*Administering Agency*” shall have the meaning specified in 41 C.F.R. § 60-1.3.
- c) “*Applicant*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
- d) “*Construction Work*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
- e) “*Contract*” shall mean the legal instrument by which the County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) “*Contractor*” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from the County.
- g) “*Federally Assisted Construction Contract*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..”).
- h) “*Government*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- i) “*Laborer*” or “*Mechanic*” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference (“The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

- j) “*Recipient*” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) “*Subcontract*” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) “*Subcontractor*” shall mean an entity that receives a Subcontract.
- m) “*Subrecipient*” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) “*Tier*” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, the County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 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) **If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 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), (1) this Contract shall be void, (2) The County shall not make any payments of Federal financial assistance to Contractor, and (3) The County shall have no obligations to Contractor under this Contract.**
- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 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.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to The County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.



III. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions*. Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section X(a):
- i. “*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).
 - ii. “*Covered Foreign Country*” means the People’s Republic of China.
 - iii. “*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.
 - iv. “*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 (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) 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).
 - v. “*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.

OK
FJ

- vi. “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.
- vii. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. “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.*

- i. 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.
- ii. Unless an exception in paragraph (c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. 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;
 - 3. 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
 - 4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, 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.*

- i. This clause does not prohibit Contractor or Subcontractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as



Backhaul, Roaming or Interconnection Agreements; or

2. 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.

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

1. Covered telecommunications equipment that:

- a. Are not used as a Substantial or Essential Component of any system; and
- b. Are not used as Critical Technology of any system.

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

d) *Reporting Requirement*

i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this clause to the County, unless elsewhere in this Contract are established procedures for reporting the information.

ii. Contractor shall report the following information to The County pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the 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.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) *Subcontractor*. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.



IV. Access to Records

- a) Contractor agrees to provide the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor 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) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031.

V. Conflicts of Interest; Gifts & Favors

- a) Contractor understands that (1) The County will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).
- b) Contractor certifies to the County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the County involved in the selection, award, or administration of this Contract (each, a “*Covered Individual*”), nor any member of a Covered Individual’s immediate family, nor a Covered Individual’s partner, nor an organization (including Contractor) 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 Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.
- c) Contractor certifies to the County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the County. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.

VI. Public Records. The seller acknowledges that notwithstanding any other provision to the contrary (including any statements regarding confidential information), this agreement, the confidential information and any documents, memorandum, data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this agreement may be deemed public records and subject to disclosure, in whole or in part, pursuant to the North Carolina Public Records Law. The County will provide the seller with reasonably prompt notice of any intended disclosures or requests for disclosure pursuant to the North Carolina Public Records Law. The seller may then choose to seek judicial protection of the confidential information consistent with all applicable laws and regulations. Should a public records request be made for information the seller claims is proprietary in nature, the County will, within a reasonable time, notify the seller of such public records request. The seller shall, within five (5) business days of said notification, provide notice to the County that it does or does not object to the County disclosing the requested information



pursuant to the subject public records request. If the seller objects to the disclosure of the requested information, the seller agrees that it shall be solely responsible for the defense of and the cost of defending any claim or complaint against the County for its refusal to disclose confidential information. The seller agrees that if any such complaint or claim is filed it will indemnify the County and will reimburse the County for any and all damages awarded against the County its refusal to disclose the requested information. The seller agrees that it releases the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the release or disclosure or failure by the County to release or disclose confidential information. The seller further agrees that it waives the right to file any court action for any such release, disclosure, or failure to release or disclose confidential information.

- VII. **Choice of Law.** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.
- VIII. **E-Verification.** North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- IX. **Payment Terms.** Contractor/bidder agrees to Net 30 payment terms. The contractor/bidder shall not charge late charges or finance charges for any reason. The contractor/bidder agrees to waive any deposits required. Invoices are payable in U.S. funds.
- X. **Performance.** All services/work rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
- XI. **Cancellation.** The County reserves the right to cancel this contract, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed. Should the contract be canceled, vendor shall be entitled to payment for all work performed up to the date of cancellation.
- XII. **Non-Appropriation.** No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the

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J.J.

Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.

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

[Remainder of Page Intentionally Left Blank]

A handwritten signature in blue ink, appearing to be "J. G. J." with a checkmark below it.

CONTRACTOR:

By: Truck Builders, LLC

Name: Marco Novo

Title: President

COUNTY OF HENDERSON:

By: _____

Name: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act, N.C.G.S. 159-28(a).

Henderson County Finance Director

**ATTACHMENT 1
TO
FUNDING PROCEDURAL REQUIREMENTS ADDENDUM**

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 and not more than \$100,000 for each such failure.

The Contractor, TRUCK BUILDERS, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

JAKE JACOBSEN - MANAGER, SPECIAL PROJECTS

Name and Title of Contractor's Authorized Official

6-11-2024

Date

ATTACHMENT 2
TO
FUNDING PROCEDURAL REQUIREMENTS ADDENDUM

DEBARMENT CERTIFICATION FORM The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds, nor any subcontractors or suppliers:

- (a) Are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency:
- (b) Have within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Have within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following Unique Entity Identification Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 11th day of JUNE, 20 24

By 
Authorized Signature for Contractor

JAKE JACOBSEN - MANAGER, SPECIAL PROJECTS
Printed Name and Title

Attachment I: Vendor Information Form

| | | | |
|---------------------------------------------------------------------------------------|-----|----------------------------------------------------------|----------------------------------------------------------------------|
| Attachment I: Vendor Information Form | | | |
| Company/Firm Name | | | |
| Truckbuilders LLC dba Chefunits | | | |
| Mailing Address | | | |
| 20702 Hempstead Rd. Suite 110, Houston Tx 77065. | | | |
| Contact Name | | Contact Title | |
| Vanessa Jeanpierre | | Government Bids Manager | |
| Phone Number | Fax | Email | Website |
| (713) 589-2613 | | vanessa.j@truckbuilders.com | |
| Federal Tax ID Number | | Unique Entity Identification Number (SAM.gov) | |
| 93-2855500 | | | |
| Required Documentation | | Internal Routing | |
| Completed IRS W-9 form dated within calendar year and signed by authorized personnel. | | W9 Received | <input checked="" type="checkbox"/> YES |
| ATTACHED N/A | | MWBE Certification Received | <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A |
| Minority and Women Owned Business (MWBE) certification, if applicable. | | Unique Entity Identification Number confirmed in SAM.gov | <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A |

OK. J.J.

TRUCK BUILDERS, LLC

Henderson County
Terms and Conditions

By acceptance of a purchase order with Henderson County, or by entering into the contract or agreement with Henderson County to which this "Terms and Conditions" is attached, the vendor to Henderson County or contractor with Henderson County (as the situation may be, hereinafter referred to as the "seller"), declares that all supplies, materials, equipment, apparatus and services furnished to Henderson County pursuant to the purchase order or contract/agreement will be furnished according to the following terms and conditions, which terms and conditions shall supersede any language to the contrary in any other documentation of such purchase order or contract/agreement.

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship to Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.
3. **PRICE:** All goods and/or services must be billed to Henderson County (County) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
4. **INVOICES:** Invoices for partial shipments will be accepted and final invoices should indicate completion of order.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net **Thirty (30) days** from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES: Henderson County is NOT Sales Tax-Exempt.** Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
9. **DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the County accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified. The County shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the County has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** This purchase order shall be considered a written contract and requires the County to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes: (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 combined single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of services. The Certificate Holder shall be County of Henderson, Attn: Finance Dept., 113 N Main Street, Hendersonville, NC 28792.
12. **APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability, or damage by reason of seller's violation of any laws.
13. **E-VERIFY:** North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. **IRAN DIVESTMENT:** By acceptance of this purchase order, vendors, contractors, and/or subcontractors certify they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59, Iran Divestment Act Certification.
15. **FEDERAL FUNDS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.
 - A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
 - B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.
 - C. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

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TRUCK BUILDERS, LLC

Henderson County
Terms and Conditions

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); Huawei/ZTE Ban (2 C.F.R. 200.216); Domestic Preference Clause (2 C.F.R. 200.322). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

16. **FEMA PROVISIONS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.

- A. **Changes:** Changes or modifications to the original contract will only be allowed if the following provisions are met:
1. The change is within the scope of its grant or cooperative agreement
 2. The amount of the change has budgetary funds available
 3. The change does not fundamentally modify the project and
 4. The change is reasonable for the completion of the project
- B. **Access to Records:** The contractor agrees to provide Henderson County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcripts.

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

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the contract.

- C. **DHS, Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA approval
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E. **No Obligation by Federal Government:** The Federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- F. **Program Fraud and False or Fraudulent or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. **CANCELLATION:** The County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

18. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance, or payment by the County. The seller also warrants that the goods do not infringe any patent,

registered trademark or copyright and agrees to hold the County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

19. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements. The seller shall ensure that the County is provided an appropriate current Material Safety Data Sheets (MSDS) with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
20. **NON-DISCRIMINATION:** The County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policies.
21. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
22. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension, or retirement benefits.
23. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.
24. **PUBLIC RECORDS.** The seller acknowledges that notwithstanding any other provision to the contrary (including any statements regarding confidential information), this agreement, the confidential information and any documents, memorandum, data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this agreement may be deemed public records and subject to disclosure, in whole or in part, pursuant to the North Carolina Public Records Law. The County will provide the seller with reasonably prompt notice of any intended disclosures or requests for disclosure pursuant to the North Carolina Public Records Law. The seller may then choose to seek judicial protection of the confidential information consistent with all applicable laws and regulations. Should a public records request be made for information the seller claims are proprietary in nature, the County will, within a reasonable time, notify the seller of such public records request. The seller shall, within five (5) business days of said notification, provide notice to the County that it does or does not object to the County disclosing the requested information pursuant to the subject public records request. If the seller objects to the disclosure of the requested information, the seller agrees that it shall be solely responsible for the defense of and the cost of defending any claim or complaint against the County for its refusal to disclose confidential information. The seller agrees that if any such complaint or claim is filed it will indemnify the County and will reimburse the County for any and all damages awarded against the County its refusal to disclose the requested information. The seller agrees that it releases the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the release or disclosure or failure by the County to release or disclose confidential information. The seller further agrees that it waives the right to file any court action for any such release, disclosure, or failure to release or disclose confidential information.
25. **Cyber Security Breach**
Where a security breach or unauthorized release, as those terms are defined or used in Article 2A of Chapter 75 of the North Carolina Statutes, or in any other state or federal regulation, occurs and is attributed to the Contractor (or any subcontractor thereof), the Contractor shall promptly pay or reimburse Henderson County for all the costs to Henderson County for all required notifications under all applicable laws, including any associated legal fees incurred by Henderson County, and shall indemnify Henderson County from any liability resulting from the security breach or unauthorized release.
26. **Cyber-Insurance:** The Seller shall maintain cyber liability insurance with an insurer permitted to offer the same in North Carolina in the minimum insurance amount per occurrence based on the Contractor's Security Scorecard (securityscorecard.com) rating, but in no event less than \$1,000,000.00. Such insurance shall include third-party coverage for incidents or associated impacts caused directly or indirectly by the Seller,

**Henderson County
Terms and Conditions**

Seller's subcontractors, and shall name Henderson County as an additional insured. The Contractor shall provide the County with a Certificate of Insurance for such coverage.

| Security Rating | Required cyber insurance limits |
|------------------|---------------------------------|
| 90 or above | \$1,000,000 or above |
| 80-89, inclusive | \$2,000,000 or above |
| 70-79, inclusive | \$3,000,000 or above |
| 60-69, inclusive | \$4,000,000 or above |
| Below 60 | \$5,000,000 or above |

If the Contractor's Security Scorecard rating is less than 90, the County and the Contractor agree to work to assist the Contract to improve their rating.

27. **NON-APPROPRIATION:** No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.

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TRUCK BUILDERS, LLC