



COUNTY OF CARROLL
OFFICE OF THE COMMISSIONERS
Administration Building
95 Water Village Road Box 1
Ossipee, New Hampshire 03864



Policy Title:	Procurement Policy
Effective Date:	April 25, 2024
Revision Date:	
Reference s):	NH RSA 28:8; Code of Federal Regulations (CFR) Title 2

PURPOSE

To establish policy, procedure and guidelines for the procurement of supplies, services, and construction at Carroll County ("The County"). The underlying purposes of this policy are:

- To simplify, clarify, and modernize procurement by the County.
- To permit the continued development of procurement policies and practices.
- To provide for increased public confidence in the procedures followed in public procurement.
- To ensure fair and reasonable treatment of all persons who deal with the procurement system of this County.
- To provide increased economy in County procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds.
- To ensure that goods and services purchased for the performance of federal grants are obtained in a cost-effective manner and in compliance with federal regulations.
- To provide safeguards for the maintenance of a procurement system of quality and integrity.
- To obtain in a cost-effective and responsive manner the materials, services and construction required by the County to better serve this County's businesses and residents.

APPLICATION

This policy applies to goods and services procurement as defined below:

- Goods – physical materials and supplies that the County acquires through procurement to serve the County's needs.
- Services – service providers who deliver people-based services to the County in conjunction with goods provided, as defined above, technical consulting companies, specialty service agencies, or maintenance companies.

Personal services defined as mostly intellectual in nature and most often require licensure or certification are not included in this procurement policy and not required by state statute. These services are also usually uniquely tailored to the needs of the County.

This policy shall not prevent the County, or any governmental body or political subdivision from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement within legal requirements.

When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation which is not reflected in this policy. When the policy does not specifically address a procurement issue, the issue may be resolved in accordance with the applicable section of Code of Federal Regulations (CFR) Title 2.

CHANGES

This policy is intended to serve as a living document reflecting best procurement practices. This policy incorporates NH RSA 28:8 as written below and federal regulations as required by federal contracting agencies.

I. The provisions of this section shall apply to all counties in the state and the offices of county sheriff, county attorney, county treasurer, and register of deeds.

II. Any purchase of equipment or materials made by a county in an amount exceeding \$10,000 shall be by competitive bidding, provided that the county commissioners by unanimous vote may waive the provisions for such bidding. In case the commissioners so vote a copy of such action shall be recorded in their offices with a statement of the reason therefor and such record shall be open to public inspection. Orders for equipment or material to be delivered at different times where the single delivery may be less than \$10,000, but the total order exceeds that amount shall be construed as coming within the provisions hereof requiring competitive bidding.

CONFLICTS OF INTEREST

Please refer to the Carroll County Conflict of Interest and Carroll County Gifts and Gratuities Acceptance policies.

STANDARDS of PROCUREMENT

- A. The County will take all necessary measures to avoid the acquisition of unnecessary or redundant items;
- B. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase;
- C. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach;
- D. The County will enter, when it deems applicable, into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- E. The County will give consideration to purchase Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- F. The County, when applicable, will use a value engineering clause in contracts for construction projects of sufficient size to offer reasonable opportunities for cost-reductions. Value engineering is the formal technique by which contractors may 1) voluntarily suggests methods for performing more economically and share in any resulting savings, or 2) be required to establish a program to identify and submit for consideration methods for performing more economically.
- G. The County will only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

- H. In compliance with 2 CFR Part 180, the County is prohibited from contracting with or making sub awards under covered transactions to parties that are debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The County, as part of the vendor process (W-9 and Vendor Form) will validate the vendor against federal resources. This resource is the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) and available at <https://www.sam.gov/portal/public/SAM/>.
- I. The County will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- J. The County may use time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
- a. The actual cost of materials; and
 - b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
- K. The County will exercise its best administrative practice and sound business judgement when settling contractual and administrative issues arising out of procurements.
- L. Affirmative steps must be taken to ensure that BIPOC (Black, Indigenous, Person of Color) and women-owned businesses, small businesses and labor surplus area firms are used whenever possible. These steps must include but are not limited to:
- Placing qualified small, BIPOC, and woman-owned businesses on solicitation lists
 - Ensuring that these businesses are solicited whenever they are potential sources
 - When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by these businesses.
 - When requirements permit, establishing delivery schedules that encourage participation by these businesses.
 - When appropriate, using the services and assistances of such organizations of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
 - If subcontracts are permitted, requiring prime contractors to take the above steps
- M. Purchase or acquire goods, products and materials produced in the United States whenever doing so is practicable. This requirement must be included in contracts.

METHODS OF PROCUREMENT

Regardless of the procurement method, all transactions must be accomplished in a way that provide full and open competition. The County will make every effort to ensure that purchases will be equitably distributed among qualified suppliers, based on quality, price, and technical awareness as it relates to the County and its facility.

Please note that there are suppliers that are technically qualified and experienced with the County, creating a repetitive and consistent resource of providing goods and services. These suppliers have been vetted by appropriate personnel and will be reviewed on an annual basis by appropriate departments for continued technical abilities, competitiveness and expertise as it relates to the County. See reference to sole sourcing under section "Identifying Vendors and Type of Procurement" and Appendix A.

Conditions that are considered restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive contracts to consultants that are on retainer contracts

- Organizational conflicts of interest
- Specifying a brand name product instead of allowing an equivalent product to be offered and describing the performance or other requirements of the procurements
- An arbitrary action on the procurement process

Purchases less than \$10,000

1. Ensure that the price is reasonable based on research and experience.
2. Majority of purchases are predetermined and included as an integral part of the budget process, approved by both the Board of Commissioners and Delegation. By default, investigation was made during the budget process to acquire fair and reasonable pricing. Emergency purchases will be investigated for best pricing, quality and awareness of County technical needs and facility.
3. If there are multiple qualified suppliers offering supplies or services at the same rate, these purchases may be distributed equally among those suppliers, assuming such action does not interfere with pricing or efficiency of a sole supplier.

Purchases \$10,000 or greater

Consistent with State law (NH RSA 28:8 and 28:8-b, as amended August 2023), any purchase of equipment or materials made by a county in an amount \$10,000 or greater shall be by competitive bid. County officials and employees involved in the competitive bidding process shall adhere to the spirit of the procurement policy and remain cognizant of any additional steps necessary to comply with requirements based on the source of funding, i.e., State or Federal grants.

Identifying Vendors and Type of Procurement

There are several means of identifying vendors. Some promote transparency, objectivity, and equal opportunity more than others.

- **Certification of Best Value:** The process of affirmatively confirming that, in the purchaser's professional judgment, a product or service meets price, quality, and performance requirements. It adds credibility to the purchase by demonstrating that it was thoughtful, deliberate, and provided best value.
- **Price Comparison:** The process of determining the best price for a known product or service by comparing the cost and quality of products offered by competitors. It is used when businesses know what they want and there are nominal differences in product or service performance. It is often used for recurring purchases and low-value products and services.
- **Request for Information (RFI):** A document that businesses direct to a group of known vendors to collect general information about industry standards/market conditions, vendor capacity and expertise, product specifications and availability, and pricing. It is used when businesses *think* they know what they want but need more information about product or vendor capacity. It is typically followed by a RFQ or RFP, but if sufficiently detailed, can also be used to quickly identify candidates for further consideration.
- **Request for Quotes (RFQ):** RFQs are commonly used when businesses know what they want but need specific information on how vendors would meet their requirements or how much the product or service would cost. Using the internet, personal referrals, and other relevant sources, businesses identify potential vendors and request quotes directly from them. Quotes come in various forms (e.g., letter, email quote, rate page, oral offer), but cover terms such as price, product specifications (e.g., quantity, functionality, compatibility, performance capabilities, etc.), and vendor qualifications (e.g. specialized expertise, reliability, warranty, delivery speed, etc.).

- **Request for Proposals (RFP):** A document that businesses publicize to elicit bids from vendors for a specific product or service. It is often used when businesses know that they have a problem but don't know how to solve it. RFPs often prompt vendors to propose creative and innovative approaches, methodologies, and business solutions that distinguish them from others. RFPs typically follow strict rules for content, structure, and submission, and often include:
 - a description of the recipient's organization;
 - product specifications or project description;
 - a proposed statement of work and deliverables; expectations and assumptions;
 - vendor qualifications and requirements;
 - overview of the RFP process and schedule;
 - proposal submission requirements;
 - proposal evaluation criteria; and
 - a list of required contract terms.

Because RFPs are document-intensive and time-consuming, they are generally reserved for high-cost or high-profile purchases. (The nature of the purchase should justify the increased administrative burden.) Reviewing procurement history can help organizations determine which purchases should be subjected to/excluded from an RFP process.

- **Sole Sourcing:** Sometimes legitimate business needs justify identifying and selecting a vendor without competition. For example, a sole-source engagement may be appropriate when the product or service is one-of-a-kind, a bona-fide emergency exists, time constraints make competing the opportunity infeasible, a grant or contract requires use of a particular vendor, or to ensure continuity of work. Sole sourcing is generally not appropriate to remedy poor procurement planning or to expedite selection of a preferred or long-standing business partner. Because sole-source engagements occur outside the traditional competitive process, they must typically be justified and documented.

Competitive Bidding

It shall be the policy of Carroll County to conduct competitive bidding in a manner that is transparent, open and fair using the following procedure:

1. The department head will evaluate the type of procurement required. Appropriate evaluation will be identified with all evaluation factors and their relative importance and presented to the Board of Commissioners for approval. The RFP must include any specifications and pertinent attachments and must define the items or services in specific enough detail to allow the bidder to properly respond.
2. Once the commissioners have publicly reviewed and voted to approve the level of procurement, business/finance staff will assist the department head with advertising, posting, and, as requested, direct-soliciting vendors. If an RFP is required, it will be uploaded to the County website. A complete record of advertising venues, posting places and direct-solicited vendors will be kept on file.

Procurement Requirement Determined to be RFP:

3. With RFP's, all bids must be received in the Commissioners' Office by the Friday prior to the meeting at which the bid will be opened. At the meeting, the commissioners will open each bid in public and announce the name of each bidder and amount of the bid.
4. The department head will be given a copy of each bid for review and shall prepare a written bid recommendation.

5. The commissioners will review the recommendation during a public meeting and vote to award the bid to the most qualified bidder, considering responsible vendors presenting best value, considering pricing, qualifications and technical abilities as it relates to the needs of the County. A responsible bidder is one who has the experience, personnel, equipment and finances to perform the requirement of the contract. The lowest overall bidder on the contract may not be the lowest responsible bidder. Any or all bids may be rejected if there is a sound documented reason. Factors such as discounts, transportation cost and life cycle costs must be considered in determining which bid is lowest. Payment discounts, such as discounts for early payment of an invoice may only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of by the County.
6. The department head will notify the successful bidder as well as notify all bidding participants of the Board's decision, in writing.
7. The Commissioners may choose to waive the competitive bidding process. Doing so requires a majority vote of the board and, if so voted, a statement with the reason(s) for waiving the process must be recorded in the meeting minutes. Non-competitive procurement is strongly discouraged and only allowed if one or more of the following conditions are met:
 - The item is available only from a single source
 - The public exigency or emergency for the requirement will not permit a delay resulting from a competitive solicitation
 - After solicitation of several sources, competition is determined inadequate
 - Sole sourcing is the best solution for the County in areas of cost and qualifications.
8. Orders for equipment or material to be delivered at different times, where the single delivery may be less than \$10,000 but the total order exceeds that amount, shall require competitive bidding. (NH RSA 28:8)
9. Any bidder, who submitted a Competitive Bid Proposal may file an official protest of the award. Protests are first heard by the Department Head responsible for the completion of the project being bid. Should a further hearing be requested by the protester the Board of Commissioners shall hear said protest, and the Board's decision shall be final and binding upon the parties. All protests must be filed within 5 calendar days after the date of the Award.

Time and Material Contracts

Time and material contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to the County is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at a fixed hourly rate that reflects wages, general and administrative expenses, and profit.

The County will assess a high degree of oversight in order to be assured that the contractor is using efficient methods and effective cost controls.

BONDING

Bonding for Federal Contracts

The County may require a bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee will consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurances that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond is required on the part of a contractor awarded a construction contract for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. The County, at its discretion, may require adequate bonding and insurance to protect the program or project.

A payment bond is required on the part of the contractor awarded a construction contract for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The County, at its discretion, may require adequate bonding and insurance to protect the program or project.

If the County wants to impose bonding requirements that do not meet these minimums, permission must be sought from the grant awarding agency who will then make a determination as to whether the requirements adequately protect the federal interest.

Bonding for Non-Federal Contracts

A bid bond, performance bond, payment bond or combination thereof, with sufficient surety, in such amount as may be determined necessary by the County or its authorized representative, may be required of each bidder or contractor on a particular contract.

Any such bonds may be to insure proper performance of the contract and save, indemnify and keep harmless the County against all loss, damages, claims, liabilities, judgements, costs and expenses which may accrue against the County in consequence of the awarding of the contract.

CONTRACT REQUIREMENTS FOR FEDERAL AWARDS

A. Creating a Compliant Contract

1. Contractor Profits

The County must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

2. Conformity with Cost Principles

Costs, or prices based on estimated costs for contracts, under the federal award are only allowable to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under Subpart E of the Uniform Guidance and your organizations own cost principles. In general, the cost must:

- Be necessary and reasonable for the performance of the federal award and be allocable thereto.
- Conform with any limitations or exclusions as to the types or amounts of cost items.

- Be consistent with policies and procedures that apply uniformly to both federally financed and other activities carried out by your organization.
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles (GAAP).
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program unless explicitly authorized.
- Be adequately documented.
- Be incurred during the approved budget period.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a reasonable person under the circumstances at the time the decision was made to incur the cost. The question of reasonableness is particularly important if your organization is predominantly federally funded. In determining the reasonableness of a given cost, you should consider:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of your organization or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by other factors such as: sound business practices, arm's-length bargaining, federal, state, local, tribal, and other laws and regulations, terms and conditions of the federal award, and terms and conditions imposed by your administering agency or the state of New Hampshire.
- Market prices for comparable goods or services for the geographic area.
- Whether the individual responsible for incurring the cost acted prudently in the circumstances considering their responsibility to your organization, its employees, other stakeholders, the public at large, the state of New Hampshire, and the federal government.
- Whether your organization significantly deviates from its established practices and policies regarding the incurrence of costs which may unjustifiably increase the federal award's costs.

A cost is allocable to a particular federal award or other cost objective if the goods or services involved are chargeable or assignable to the federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

- Is incurred specifically for the federal award.
- Benefits both the federal award and your organization's other work and can be distributed in proportion that may be approximated using reasonable methods.
- Is necessary to the overall operation of your organization and is assignable in part to the federal award in accordance with the cost principles contained in Subpart E of the Uniform Guidance.

For more details on federal cost principles, refer to Subpart E of 2 CFR 200.

B. Required Contract Terms:

In addition to any other provisions, all contracts under the federal award must include the following terms as applicable. You must also require contractors to extend all relevant provisions to any subcontractors:

All contracts:

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award

Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

All contracts over \$10,000:

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

All contracts over \$100,000:

1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

All contracts over \$150,000:

1. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

All contracts over the \$250,000:

1. Contracts for more than the simplified acquisition threshold, 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.

Construction Contracts:

1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include

a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

3. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

ARPA SLFRF and Davis-Bacon Act:

ARPA SLFRF awards are **exempt** from Davis-Bacon Act requirements. However: If SLFRF funds are used in conjunction with funds that *do* have Davis-Bacon Act requirements attached, the project must comply with the Davis-Bacon Act. SLFRF projects over \$10,000,000 will need to either certify Davis-Bacon Act compliance or report additional information as detailed in the SLFRF Compliance and Reporting Guide.

Contracts Involving the Employment of Mechanics or Laborers:

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contracts for Experimental, Developmental, or Research Work:

1. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR

Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. Contractor Oversight

The County is responsible for maintaining oversight of all contractors and subcontractors to ensure they are performing in compliance with the terms and conditions of your agreement, the federal award, and applicable uniform guidance provisions.

Each contract should contain provisions detailing how the performance of the contract will be supervised and how compliance will be monitored. Concerns about how contractor oversight should be carried out, should be discussed with the specifics of the procurement contract with the administering state agency.

D. Contract Modification

Contracts may be modified, so long as the modification does not bring the contract out of compliance with this policy or the terms and conditions of the federal award.

E. Closeout

All contracts should contain provisions specifying the conditions under which a contract will be deemed complete. Closeout documentation should include, at a minimum:

- A final assessment of the contractor's performance, including whether they satisfied all contract requirements.
- A final accounting of all funds expended by your organization under the contract.
- A formal acknowledgement that all financial obligations incurred by the County chargeable to the federal award have been satisfied.
- Adherence to any specifics for closing out an award required by the administering agency

RECORDKEEPING – FEDERAL AWARDS

All records related to federal grant award must be preserved for a minimum of five years past the point when all grant funds are expended.

Carroll County will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following:

- Rationale for the method of procurement
- Selection of contract type
- Contractor selection or rejection including what factors were used to believe the price was fair, what suppliers are available and why a particular supplier was chosen
- All quotations received
- How and where bids were advertised and otherwise solicited
- All other records required by grant agency

Policy adopted by vote of the Carroll County Board of Commissioners on April 25, 2020



Terry McCarthy
Chairman



Chuck McGee
Vice-Chairman



Bill Nelson
Clerk

County of Carroll, New Hampshire

Vendor Identification – Appendix A

Reviewed and Updated April, 2024

County of Carroll, New Hampshire
Grant Language Clauses – Appendix B

Equal Opportunity Clauses:

The following language must be included as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.