



**GUILFORD COUNTY CONTRACT NO. 90006435**  
**Parent Contract No. 0**

**SERVICE AGREEMENT**  
**GUILFORD COUNTY SMALL BUSINESS DEVELOPMENT FUND**

**THIS CONTRACT ("Contract" or "Agreement") is hereby made, entered into, and effective as of November 1, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and CAROLINA SMALL BUSINESS DEVELOPMENT FUND, a North Carolina non-profit corporation, hereinafter referred to as the "CSBDF" and also the "CONTRACTOR," and collectively referred to as the "Parties."**

**BACKGROUND**

- A. Small businesses in Guilford County have been adversely impacted by economic conditions caused by a pandemic, supply shortage, and significant inflation. The Guilford County Board of Commissioners has appropriated funds to be operated and administered by the CONTRACTOR for the purpose of stimulating the economy through the empowerment of entrepreneurial efforts which are expected to increase the population, taxable property employment, or business prospects within Guilford County.
- B. CSBDF is a non-profit entity organized under the laws of North Carolina and recognized as a 501(c)(3) organization of the Internal Revenue Code of 1986. It is a tax-exempt organization described in Section 501(c)(3) of the Code. CSBDF is also a certified community development financial institution (CDFI) with the mission of fostering economic development in underserved communities by providing capital, business services, and policy research to support small businesses. Accordingly, CSBDF is uniquely situated to provide financial and technical assistance to small, local, independent businesses in Guilford County.
- C. Guilford County, after a public hearing on its annual budget, has appropriated \$550,000 to be used to support and underwrite loans to preserve small businesses in Guilford County and assist them in developing economic vitality within Guilford County for all businesses.
- D. CSBDF acting as a service provider for the County will administer a loan program using the appropriated \$400,000 as loan guarantee funds, and \$150,000 as compensation for the operation of the program as generally described herein below.

**WITNESSETH:**

WHEREAS, the CONTRACTOR is a North Carolina corporation organized for the purpose of rendering services which align with and are for public purposes; and,

WHEREAS, pursuant to N.C.G.S. §153A-449, COUNTY may contract with an appropriate money to any person, association, or corporation, in order to carry out any public purpose that COUNTY is authorized by law to engage in; and

WHEREAS, pursuant to N.C.G.S. §153A-259, COUNTY is authorized to contract with any governmental agency, person, association, or corporation for the provision of health or social services provided that the expenditure of funds pursuant to such contracts shall be for the purpose for which the funds were appropriated and is not otherwise prohibited by law; and

WHEREAS, pursuant to N.C.G.S. §158-7.1(a), COUNTY may appropriate funds for economic development purposes such as those programs concerned with increasing the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

WHEREAS, the AGENCY has requested certain funds from the COUNTY to be used by the AGENCY to enhance services by facilitating and assisting existing business/industry expansion and recruiting new business/industry to Guilford County in accordance with lawful, permissible purposes; and,

WHEREAS, in response to such request, the Guilford County Board of Commissioners has appropriated the sum of \$550,000.00 for three (3) years beginning November 1, 2024, and ending September 30, 2027, upon the same terms and conditions, upon mutual written agreement of both Parties as specifically stated in the payment provisions of this agreement, to support this purpose, said sum being derived from general funds, appropriated specifically for this purpose in accordance with the requirements of §158-7.1,

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW, THEREFORE, in consideration of the following obligations and duties, the Parties hereto do mutually agree as follows:

**1. PURPOSE.** The CONTRACTOR agrees to use the funds appropriated by the COUNTY only in the manner and for the purposes stated below (the "Purpose"):

The Purpose shall be to support the administration of a small business development loan program to include the marketing of the program, application process, documentation, underwriting, review of applicant and final loan approval. The loan administration will include recordation of the UCC financing statement, loan security agreement, promissory

note, deed of trust, and a guaranty agreement (if required), loan servicing, loan payment collection and program impact reporting.

a. **REPORTS:** To submit the following to the County by the following dates:

- January 30, 2025 (for period November 1, 2024 – December 31, 2024)
- April 30, 2025 (for period January 1, 2025 – March 31, 2025)
- July 30, 2025 (for period April 1, 2025 – June 30, 2025)
- October 31, 2025 (for period July 1, 2025 -September 30, 2025)
- Each quarter thereafter for the duration of the program term.

- 1) Guilford County Performance Report, in a County approved format, indicating goals and objectives reached during the quarter being invoiced; and,
- 2) To further submit at the conclusion of the program year an ANNUAL PERFORMANCE REPORT to the COUNTY that reports on of all program activities including a summary of the accomplishment of stated goals and objectives.
- 3) CONTRACTOR shall permit COUNTY to review all program documents for compliance with the Program terms and conditions and to perform loan monitoring.

**2. PAYMENT.** In consideration for the performance by the CONTRACTOR of the obligations outlined herein, subject to the annual appropriation of funds for this grant by the COUNTY’S Board of County Commissioners, the COUNTY agrees to pay the CONTRACTOR as follows:

- a. COUNTY will establish a fund in the amount of Four Hundred Thousand Dollars (\$400,000.00) (the “Funding”) to be held in an approved account to be used only in the event of default of any funds received by a program participant.
- b. The COUNTY agrees to use the \$400,000.00 as the source of funds from which to guarantee thirty percent (30%) of the remaining uncollectible balance of each loan issued in the event of the loan default.
- c. At no time will the COUNTY’s liability for uncollectible debt or guarantee of loans exceed the total allocated amount of \$400,000.00.
- d. The Payment will be made only after CSBDF has exhausted all other debt collection remedies based upon the following schedule:
  - Quarterly CSBDF will run a report to identify any loans currently in a delinquent status for ninety (90) days.
  - Any identified loans that are delinquent for ninety (90) days or longer will be pursued with all available legal remedies for collection.
  - If those loans remain uncollectible after an additional (90) days, CSBDF will deem the balance of those loans as uncollectible and write off the loan.

- Once CSBDF has deemed the balance of a loan as uncollectible, it will then invoice the County via a submitted claim form for a payment of thirty percent (30%) of the outstanding uncollectible debt.
  - The County will have remit the payment within thirty (30) days of invoicing or as soon as commercially practicable to CSBDF.
- e. The Funding shall be used by CONTRACTOR only for the Purpose and only if the following conditions are met at the time of use:
- (i) the loan has been deemed uncollectible a period of more than one-hundred and eighty(180) days.
  - (ii) The CONTRACTOR has submitted a claim form to the county for the specific amount requested not to exceed thirty percent (30%) of the uncollectible loan balance.
- f. COUNTY will deliver to CONTRACTOR One Hundred Fifty Thousand Dollars (\$150,000) in consideration for the CONTRACTOR’S administrative costs related to managing and administering the program. Payments will be made in the amount of \$50,000.00 per year for three (3) years not to exceed \$150,000.00, beginning November 1, 2024, and ending September 30, 2027, upon the same terms and conditions, and upon mutual written agreement of both Parties Subject to annual budget appropriation and approval by the governing body.
- g. The COUNTY will issue payment for the initial annual fee to CONTRACTOR of \$50,000.00 following full execution of this Agreement, INCLUDING final approval from the governing board, and within thirty (30) days of receipt of an invoice with remittance information.
- h. The CONTRACTOR will submit acceptable expenditure and performance reports for the prior quarter, pursuant to the schedule referenced in Section I.a. (For example, the first quarterly report will detail expenditures made for the November 1, 2024 – December 31, 2024, quarter.)
- i. However, in no event may the total maximum exposure of this Agreement be exceeded as a result of any advance payments or reimbursements.
- j. The amount appropriated to the CONTRACTOR is for services-provided from November 1, 2024, through October 31, 2025. Reimbursement requests or payments for services provided outside this period will not be considered. Failure to submit performance reports during this period will result in the recapture of unverified funds from the CONTRACTOR in accordance the REPAYMENT provisions of this Agreement.

**3. SELECTION CRITERIA**

- a. Prior to making a loan to a qualified applicant, CONTRACTOR must adhere to the following selection criteria:

- CONTRACTOR shall require the applicant to submit to CONTRACTOR, a complete Application materials demonstrating the applicant's ability to repay the loan.
- CONTRACTOR shall require each applicant seeking to receive a loan to submit detailed plans relating to the eligible purpose of the loan, including any other available funding sources.
- CONTRACTOR shall not approve any loans where the CONTRACTOR has actual knowledge, based upon reasonable inquiry, that within the past five (5) years the applicant: (i) has been delinquent on any payment obligation, or has defaulted and failed cure any other obligation, on a loan or loan agreement previously made; (ii) has been found by the CONTRACTOR to be in default of any repayment obligation under any Federal program; (iii) is financially insolvent in either the legal or equitable sense; or (iv) is not able to demonstrate that it has the capacity to fully comply with the payment schedule issued by the CONTRACTOR.

#### **4. CONDITIONS PRECEDENT TO LOANS BY CONTRACTOR**

- a. The making of any loan shall be subject to the satisfaction of the following conditions precedent:
  - Delivery by the Applicant to the CONTRACTOR of the following:
    - Executed loan documents
    - Organizational documents of the Applicant (including but not limited to Secretary of State filings, by-laws; partnership agreements)
    - A statement that no default, event of default, or due and unsatisfied liability has occurred and is continuing with respect to any obligations of the Applicant.
  - Execution of all required documents provided by CONTRACTOR to applicant.

#### **5. APPLICATION FILE**

- a. CONTRACTOR shall complete and maintain throughout the life of each loan and for six (6) years thereafter, a loan application file for each applicant. The loan application file shall include, but not be limited to:
  - A loan application
  - All materials required by the CONTRACTOR and this agreement
  - Such written notification as provided by CONTRACTOR
  - All plans and information related to security of the e loan
  - Credit reports, credit analyses, loan contracts, past debt performance, and any other documentation reasonably requested by the CONTRACTOR.

#### **6. LENGTH OF AND INTEREST ON LOANS**

- a. The maturity date of a Loan shall not be later than five (5) years after the issue date. The issue date of the loans may not be earlier or later than the term of this agreement.
- b. **The term of the loan may exceed the terms of this agreement by no more than five (5) years.**

- c. **Loans issued after September 30, 2027, will not be guaranteed under the terms of this agreement.**
- d. The rate of interest shall be established by the CONTRACTOR.
- e. Quarterly default notices will be submitted to the COUNTY to track any outstanding loans that are more than ninety (90) days delinquent on payment.
- f. Borrowers who default will be subject to all legal debt collection remedies including civil judgment, credit reporting, and will not be eligible for future program benefits.

## **7. LOAN TERMS and CONDITIONS; COVENANTS**

- a. The CONTRACTOR shall take **collateral from the borrower when available and use the Guilford GAINS Guaranty Fund to help offset collateral deficiencies when necessary**
- b. The amount set aside in escrow by the COUNTY shall be used only as loan guarantee for thirty percent (30%) of any defaulted loan balance.
- c. No loan proceeds will be subject to a guarantee if they are disbursed after termination of this Agreement.
- d. CONTRACTOR shall preserve its corporate existence and status as a Certified CDFI and non-profit organization.
- e. Comply with all laws to which it is subject.
- f. CONTRACTOR shall maintain insurance as required by COUNTY against such risks as would customarily be maintained by commercially reasonable companies in a similar line of business.
- g. CONTRACTOR shall pay and discharge all Federal, State, and local taxes.
- h. CONTRACTOR shall indemnify COUNTY against claims arising out of relating to the transaction.
- i. CONTRACTOR shall maintain the collateral.
- j. CONTRACTOR shall enforce covenants against Borrowers.
- k. CONTRACTOR shall take reasonable steps to verify representations and warranties set forth in Loan Documents.
- l. CONTRACTOR shall not permit liens on all or any part of loan collateral, except as permitted by the loan documents, and only then to the extent it is consistent with applicable law or regulations governing the loan as approved by CONTRACTOR and COUNTY.

## **8. CLOSING**

Closing of loans shall occur at a time and place determined by the CONTRACTOR; provided however that if CONTRACTOR approves an extension, no closing date shall be set less than two (2) weeks following delivery of this Agreement. CONTRACTOR shall deliver to COUNTY closing binders, for each closing. Disbursement of loan proceeds shall not occur until (i) CONTRACTOR has approved the eligible purpose for which the loan is to be made; and (ii) a loan agreement has been fully executed by the CONTRACTOR.

## **9. DISBURSEMENTS FOR ELIGIBLE PURPOSES**

All disbursement of loan proceeds for eligible purposes to Borrowers shall be made in accordance with this Agreement and CONTRACTOR's requirements. In no event shall CONTRACTOR advance loan proceeds to eligible Borrowers.

**10. MONITORING**

Throughout the term of the loan, CONTRACTOR must require among other things, that the use of the loan proceeds conforms to the approved Application and all plans or representations submitted to CONTRACTOR.

**11. RETENTION OF RECORDS.** CONTRACTOR shall comply with all record requirements by Guilford County’s retention schedule as modeled by the [North Carolina Department of Natural and Cultural Resources](#).

**12. REPAYMENT.** Repayment Events consist of any of the following:

- |  |
|--|
| a. Assets created by this agreement or any part thereof or interest therein is sold, assigned, transferred, conveyed, or otherwise alienated by CONTRACTOR, whether voluntarily or involuntarily, including any ground lease.            |
| b. At any time, the Property or any part thereof, ceases being used for the scope of work contemplated by this Agreement within the meaning of N.C.G.S. §158-7.1(a), and N.C.G.S. §153A-259.   |
| c. Any act, omission, or status occurs or exists which causes COUNTY’s providing of funds to CONTRACTOR under this Contract, past or future, to violate applicable law or to not comply with N.C.G.S. §158-7.1(a) or N.C.G.S. §153A-259. |

If a Repayment Event occurs, then CONTRACTOR shall immediately be obligated to repay to the COUNTY all funds that shall have been made by the COUNTY to the CONTRACTOR under this Contract. Any amount of payments made by the COUNTY to the CONTRACTOR required to be repaid to the COUNTY shall bear interest from the date such obligation of repayment shall have arisen at the rate of 4%, compounded annually. Any obligation of repayment as provided herein may be waived by the COUNTY’s Board of County Commissioners with respect to funds which would otherwise be required to be repaid, on such terms as it deems appropriate, but only if the funds which would otherwise be required to be repaid are used for a purpose for which COUNTY may lawfully expend funds pursuant to N.C.G.S. §153A-259, N.C.G.S. §158-7.1(a), or other applicable law.

**13. DEFAULT.** If CONTRACTOR fails to fulfill its obligations under this Contract in any material way, and such default continues for a period of more than ten (10) days after COUNTY shall have notified CONTRACTOR of such default (a “Default”), COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. The following actions shall each also constitute a Default: (i) the filing of a petition for bankruptcy by or against CONTRACTOR; (ii) the appointment of a receiver for the CONTRACTOR; (iii) the merger of the CONTRACTOR with any other entity without the prior written approval of the COUNTY; (iv) the assignment of the CONTRACTOR’s interest in this Contract or the Property, itself; (v) the failure of the CONTRACTOR to maintain its status as a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code; (vi) any act,

omission, or status which would cause COUNTY's providing of funds to CONTRACTOR to violate applicable law or to not comply with N.C.G.S. §153A-259 or N.C.G.S. §158-7.1(a); and (vii) the occurrence of a Repayment Event. CONTRACTOR's obligations with respect to any funds received from the COUNTY hereunder shall survive termination of this Contract. In the event of a Default by CONTRACTOR and in addition to any termination rights that COUNTY may have, County shall have all legal, equitable, and administrative rights available under applicable law including the right to all attorney fees and other cost of litigation. Without limiting other remedies, following a Default by CONTRACTOR, the COUNTY shall have the right to withhold any payment to CONTRACTOR otherwise scheduled herein.

**14. TERMINATION FOR CONVENIENCE.** This Agreement may be terminated upon ninety (90) days notification for the convenience of the COUNTY. All work performed and work product therefrom shall be the property of COUNTY and shall be delivered to COUNTY within thirty (30) days of termination of the agreement. In the event County terminates this Agreement, COUNTY may act on behalf of CONTRACTOR with respect to all outstanding obligations still in full force and effect under the terms of any and all loan agreement. Contractor hereby agrees to cooperate fully with COUNTY in the event this Agreement is terminated and to take any actions and execute any documents reasonably necessary to effectuate this section.

**15. CONTINUATION; SUCCESSION.** At any time either party terminates this Agreement, at the option of the County, all rights and actions of the CONTRACTOR hereunder or under any loan documents or other agreement entered into by the CONTRACTOR pursuant to this Program shall be exercisable by the COUNTY or its designee. CONTRACTOR hereby agrees to cooperate fully with the COUNTY in the event this Agreement is terminated and to take any actions and execute any documents reasonably necessary to effectuate this section.

**16. ASSIGNMENT or ASSUMPTION.** The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without the prior written approval of the COUNTY. If the CONTRACTOR should undergo a merger, acquisition, bankruptcy or any change in its ownership or its name for any reason, the CONTRACTOR must immediately notify the COUNTY in writing of any such change and provide the COUNTY with certified copies of legal documentation supporting or effecting any such change such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the CONTRACTOR will submit the name and address of the assuming party's registered agent for service of process and/or all notices required under the Contract. This Contract may not be assumed or otherwise transferred to another party by the CONTRACTOR without the express written consent of the COUNTY, which said consent will be evidenced by an acceptance memo or letter from the COUNTY Manager, or designee, to the original CONTRACTOR under the Contract and the assuming party.

**17. DISCRIMINATION.** In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.



**18.ACCOUNTING.** The CONTRACTOR shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles practices and procedures.

**19.CRITERIA.** Prior to receiving the funds the CONTRACTOR must establish and provide to the COUNTY in writing criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures (the "Criteria").

**20.PERFORMANCE REPORT.** The CONTRACTOR shall submit to the COUNTY a quarterly performance report based on the Criteria and may be required to present and/or submit to an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives. Further, without limiting any other reporting requirements herein, all expenditures of funds provided under this Contract shall be accounted for by CONTRACTOR at the end of the fiscal year for which they were appropriated, in accordance with N.C.G.S. §153A-259 and N.C.G.S. §158-7.1(a).

**21. AUDIT.** The CONTRACTOR shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CONTRACTOR'S fiscal year end. A copy of the financial records and operations of the CONTRACTOR shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CONTRACTOR.

**22. EVALUATIONS.** The COUNTY shall be entitled to conduct program evaluations of the CONTRACTOR'S activities, particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

**23. MAINTAINED RECORDS.** All books and records shall be maintained by the CONTRACTOR for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the CONTRACTOR.

**24.CONTRACTOR'S BOARD of DIRECTORS.** Meetings of the CONTRACTOR'S Board of Directors, Advisory Board or Governing Board when discussing administration of the Guilford County program will be open to Guilford County Commissioners and Guilford County Administration.

**25. REPRESENTATIONS AND WARRANTIES.** CONTRACTOR represents and warrants that as of the execution of this Agreement, that:

- a. CONTRACTOR has been duly organized and is validly existing as a nonprofit in good standing under the laws of the State of North Carolina, with authority and power to execute, deliver, and perform its obligations under this Agreement.
- b. CONTRACTOR covenants and agrees that it will preserve its corporate existence and CDFI certification.
- c. CONTRACTOR represents and warrant that its statement of qualifications included in its proposals was true and correct with no material omissions.

- d. This Agreement has been at the time of execution, duly authorized, executed and delivered by CONTRACTOR and is a valid, binding, obligation of the CONTRACTOR.
- e. CONTRACTOR represents that there is no action, suit, proceeding, or investigation at law or in equity pending or to the best of the CONTRACTOR's knowledge, overtly threatened before or by any court or administrative agency against the CONTRACTOR wherein any unfavorable decision, ruling, or finding would:
  - In any material respect, adversely affect this Agreement, CONTRACTOR's ability to enter into this Agreement or the transactions contemplated by this Agreement.
  - In any material respect limit the obligations of the CONTRACTOR'S covenants.
- f. CONTRACTOR covenants and agrees that it shall maintain its own solvency through the term of this Agreement.

**26. DRUG FREE WORKPLACE.** The CONTRACTOR must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701.

**27. CONFLICT OF INTEREST STATEMENT AND OVERDUE TAXES**

**CERTIFICATION.** The CONTRACTOR must annually submit to the COUNTY a signed and notarized Conflict of Interest Statement (**Attachment A**) and Certification regarding Overdue Taxes (**Attachment B**), per N.C.G.S. §143-6.2, before reimbursement of expenses is processed for payment. Initially, these forms are to be submitted simultaneously upon signing of this Agreement.

**28. INDEMNIFICATION.** As a condition of receiving funds from GUILFORD COUNTY, the CONTRACTOR agrees to fully indemnify and hold harmless the COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement including the right to all attorney fees and other cost of litigation or defense.

**29. ADMINISTRATION.** The COUNTY is in no way responsible for the administration and supervision of the CONTRACTOR'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

**30. AMENDMENT.** This Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CONTRACTOR.

**31. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. Any litigation which shall arise out of the terms or activities authorized under this Agreement shall be initiated and fully litigated only in Guilford County North Carolina. The CONTRACTOR will comply with bid

restrictions, if any, and applicable laws including N.C.G.S. 143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws for the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as **(Attachment C)**.

**32. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY**

ATTEST:

\_\_\_\_\_  
Michael Halford Date  
Guilford County Manager

\_\_\_\_\_  
Robin B. Keller Date  
Guilford County Clerk to Board

**CAROLINA SMALL BUSINESS DEVELOPMENT FUND**

ATTEST:

\_\_\_\_\_  
Board Chair Date

\_\_\_\_\_  
Corporate Secretary Date

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Printed Name Date

No Corporate Seal Exists

(CORPORATE SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Donald P. Warn Date  
Guilford County Chief Financial Officer

\_\_\_\_\_  
Shaunne N. Thomas  
Guilford County Department Director / Designee



**Date:** Monday, February 12, 2024

**Prepared By:** Maria Miles

## **SOLICITATION DEVELOPMENT STAGE**

### **Bid Description**

Bid 20188-Access to Capital

### **Scope Review Compliance**

The MWBE Department met with Purchasing to review specific requirements for the subject solicitation. No scope adjustments were recommended.

### **MWBE Department Established Contracting Goals Review Compliance**

There is one (1) goal for this solicitation:

- 1) 10% Established MWBE Goal has been **WAIVED**; and
- 2) 15% Aspirational Goal

Per the Board of Commissioners adopted MWBE Procedure Manual, Section C, Race and Gender Conscious Program Elements, 1.2.1 Approval - *All MWBE goals must be approved by the MWBE Program Director before advertising the Solicitation Documents.*

### **MWBE Approval to Advertise Solicitation**

The MWBE Director, Shaunne Thomas, has approved the subject solicitation for advertisement. The remainder of this document will be completed for final compliance before contract award once the Department submits its Recommendation of Award,

X   
Approved: Feb 12, 2024 11:39 EST

Shaunne Thomas  
MWBE Director



**MWBE Vendor Notification Compliance**

Per the Board of Commissioners adopted MWBE Procedure Manual, Section C. Race and Gender Conscious Program Elements, 1.10 Project Notification- *At least ten (10) Days before the Opening of Bids/Proposals, a Project Notification shall be provided to MWBEs to inform them of: (i) the applicable Goal; (ii) the description of work being solicited, (iii) date, time, and location where a Bid/ Proposal must be submitted; (iv) contact information for any County personnel who could answer questions about the Contract; (v) how to access the Solicitation Documents; and (vi) any special requirements that may exist.* Vendor outreach was conducted 19 (nineteen) days prior to the proposal due date.

**MWBE Department Pre-Bid Inclusion Compliance**

The MWBE Department was notified of pre-proposal meeting time and place for this solicitation.

**BID/PROPOSAL EVALUATION STAGE**

**MWBE Department Evaluation Inclusion Compliance**

The MWBE Department's was included in the evaluation of the proposals.

**SOLICITATION AWARD STAGE**

**MWBE Program Office Goals Review**

Per NC GS 143-128.2. Minority Participation goals., Guilford County has adopted the state minority business participation goal of 10%. Guilford County shall establish a 10% minority goal on all projects greater than \$30,000.

On February 2017, Guilford County Board of Commissioners established an aspirational MWBE participation goal of fifteen percent (15%), as recorded in the approved meeting minutes. Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers.

The following goals were established for the MWBE Capital Access Program Administration RFP:

Established Goal	Aspirational Goal	Vendor Committed Goal
Goal Waiver 0%	15%	0%

The following goal(s) were committed to by Carolina Small Business Development Fund on \$550,000 of the contract amount (\$50,000 annual administration fee and \$400,000 loan guarantee funds):

Subcontractor Name	Work Scope	NC-HUB Certification	NC-HUB Ethnicity	% Committed	Amount Committed
N/A	N/A	N/A	N/A	0%	\$0

**Good Faith Efforts Review**

In accordance with NC GS 143-128.2(f)., Minority business participation goals., and NC GS 143-131(b), a review of good faith efforts where the established goal has been met or exceeded is not required.



### MWBE Department Award Recommendation

Please accept this as verification and certification that:

1. The bid opportunity, scope review, established goals, solicitation documents, and bid process identified above complied with all requirements set forth in the Board adopted MWBE Policy and Procedure Manual.
2. The MWBE Department supports and recommends this contract for award as presented.

X 

Shaunne Thomas  
MWBE Director

  
SNT

## ATTACHMENT A

### Conflict of Interest Policy

**Instructions:** *(Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page 1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic, (highlighted in yellow)*

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating



or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Carolina Small Business Development Fund

---

Name of Organization

---

Signature of Organization Official

---

Date

NOTARIZED CONFLICT OF INTEREST POLICY

---

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State,  
certify that \_\_\_\_\_ personally appeared before me this  
day and acknowledged that he/she is \_\_\_\_\_ of Carolina Small Business  
Development Fund and by that authority duly given and as the act of the Organization,  
affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of  
Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_



NO OVERDUE TAX DEBTS

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity Name: Carolina Small Business Development Fund

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

[Date of Certification: \_\_\_\_\_]

To: GUILFORD COUNTY

Certification:

We certify that the Carolina Small Business Development Fund does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1b.

Sworn Statement:

\_\_\_\_\_ [Name of Board Chair] and \_\_\_\_\_ [Name

Of Second Authorizing Official] being duly sworn, say that we are the Board Chair and

\_\_\_\_\_ [Title of the Second Authorizing Official], respectively, of

Carolina Small Business Development Fund [insert name of organization] of \_\_\_\_\_ [City]

in the State of \_\_\_\_\_ [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature: \_\_\_\_\_  
Board Chair

Signature \_\_\_\_\_  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Signature and Seal)

<sup>1</sup>P G.S. §105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after The notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. §105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

**ATTACHMENT C**

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

**AFFIDAVIT REGARDING E-VERIFY**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
Carolina Small Business Development Fund (the entity doing business with Guilford County,  
hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§6426(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_; or,
  - b. NO \_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Date: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

Affix Official/Notarial Seal

