



Invitation for Bid No. 2024-071

Jesse Helms Park Playground Equipment

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ADDENDUM No. 4

ISSUE DATE: June 28, 2024

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

Notice

After review by County staff, a decision has been made to accept the following “Like Model” submitted for consideration per 6.1 Specifications Form, Page 22:

- Great Southern Recreation – Playcraft System

Add/Delete Section

1. **Add:** Federal Contract Provisions Template – Attachment 1.
2. **Delete:** Line Item QRI434 GT-Shade-HYU121208IG HYPERBOLIC UMB 12X12X8 (Shade over musical area.) from Section 9 Appendix A – Specification Form.

Add: Line Item GT-Shade-HYU121208IG HYPERBOLIC UMB 20X20X8 (Shade over musical area.) to Section 9 Appendix A – Specification Form.

3. **Delete:** Section 10 Appendix B – Bid Form from solicitation.

Add: Attachment 2; Revised Section 10 Appendix B – Bid Form to solicitation. Submit this form with your bid.

End of Add/Delete Section

Attachments:

1. Federal Contract Provisions Template
2. Revised Section 10 Appendix B – Bid Form

End of Addendum 4

ATTACHMENT 1 – FEDERAL CONTRACT PROVISIONS TEMPLATE
IFB No. 2024-071 Jesse Helms Park Playground Equipment

Required Contract Terms – Projects Involving the Expenditure of Federal Funds

This project is partially or wholly funded with Federal funds. Therefore, the following contract provisions shall be required and shall be incorporated into the Contract(s) which results from this solicitation.

I. Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) the County will use federal funds to pay for the cost of this Contract and (2) the expenditure of federal funds is governed by the Procurement Policy and Procedure Manual of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. 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”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no 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 any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.

II. Non-Discrimination

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.
- B. Contractor acknowledges that the County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below

and any other federal statutes and regulations that may be applicable to the expenditure of federal funds:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

III. Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of 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 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. 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. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such

direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit 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 Unit 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.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit 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.

- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of this **Equal Employment Opportunity** section shall not apply.

IV. Section 3 – Public Housing Financial Assistance

This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 75.

- A. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD

programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- B. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly person who are recipients of HUD assistance for housing.
- C. The parties to this Contract will comply with HUD's regulations as set forth in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- D. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (1) a recipient to perform work in connection with a Section 3 project; or (2) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- E. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 C.F.R. Part 75.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.
- G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- H. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. §4111(k)) must provide preference in employment, training, and business opportunities to Native Americans and Native

American organizations, and are therefore not subject to the Section 3 requirements of 24 C.F.R. Part 75.

V. Byrd Anti-Lobbying Amendment

- A. Contractor certifies to the County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally 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. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the County, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this **Byrd Anti-Lobbying Amendment** Section. to be included in all Subcontracts. This certification is a material representation of fact upon which the County has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with the County the certification in Attachment 1 to this Contract, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Contract, which is attached hereto and incorporated herein.

VI. Access to Records and Record Retainage

- A. Contractor agrees to provide the County, the Federal awarding agency, Inspectors General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. 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 **Access to Records and Record Retainage** Section for a period of three years from the date of submission of the final expenditure report, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

VII. Copeland “Anti-Kickback” Act

Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Federal awarding agency.

VIII. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Subsection A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A. (*Overtime Requirements*), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* The County shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Subsection B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Subsections A. through D. herein and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Subsections A. through D. herein.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made,

and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Federal awarding agency and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

- F. *Exceptions.* None of the requirements of this **Contract Work Hours and Safety Standards Act** Section shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

IX. Davis-Bacon Act and Federal Labor Standards Provisions

This contract will be funded in whole or in part with federal funds. The Federal Labor Standards Provisions (as described in the HUD-4010 form), including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the bid documents.

X. Procurement of Recovered Materials

- A. Subsection B of this **Procurement of Recovered Materials** Section shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000; or (2) the total value of such designated items acquired during the County’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XI. Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to

the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance.

XII. Lead-Based Paint Poisoning Prevention Act

If this Contract is funded using Community Development Block Grant (“CDBG”) funds and involves any form of housing rehabilitation, Contractor shall carry out all work within the procedures established by the County with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at 24 C.F.R. Part 35, Subparts A, B, J, K, and R.

XIII. Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below. “Government” means the government of the United States of America. “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
 - 1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 - 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless the Federal awarding agency determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Federal awarding agency to make available to the public either (1) the Federal awarding agency’s license in the copyright to any subject data developed in the course of the Contract; or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this **Rights to Inventions Made Under a Contract or Agreement** Section, “subject data” means “recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

XIV. Debarment and Suspension

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Contractor certifies that neither Contractor nor Contractor’s principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

XV. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section shall have the meanings ascribed thereto in this Subsection A.
 - 1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - 2. “Covered Foreign Country” means the People’s Republic of China.
 - 3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or

ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions

1. 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.
2. Unless an exception in Subsection C. herein applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.
- b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in Subsection D.2(d)(2) of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section to the County, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to the County pursuant to Subsection D.1 of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section:
 - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten business days of submitting the information in Subsection D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor.* Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section including this Subsection E.

XVI. Domestic Preference for Procurements

- A. For purposes of this **Domestic Preference for Procurements** Section, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this **Domestic Preference for Procurements** Section in any Subcontracts.

XVII. Solicitation of Minority and Women-Owned Business Enterprises

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Subsection A of this **Solicitation of Minority and Women-Owned Business Enterprises** Section, an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

ATTACHMENT 2 – REVISED BID FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

10 APPENDIX B – REVISED BID FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

Based on the Scope of Work, Specifications and instructions provided in the solicitation, the Bidder must furnish, in the spaces provided below, model numbers, quantities, unit costs and extended price per quantities provided for each item to provide a Turn-Key Lump Sum to complete the project as described. Unit prices shall include all equipment, overhead and profit, and other necessary operations to cover finished work as outlined in this solicitation. State and local taxes shall not be included in the unit prices. Quantities shown are not guaranteed.

Failure to complete this form and return with bid package shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

Company Name: _____

Model Number	Model Description	Quantity	Unit Cost	Extended Price
Custom	GameTime Powerscape "Tractor & Barn" Unit			
	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape			
	13' Upright Assembly (Alum)			
	Deck Flat Cap Pkg			
	81695 -- Train Whistle			
	Bongos https://www.gametime.com/products/bongos-36033			
	Leaf Seat https://www.gametime.com/products/tilted-spinning-leaf-seat-38055			
	Wide Triangle Deck https://www.gametime.com/products/wide-triangle-punched-steel-deck-90003			
	4' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251			
	5' Upright, Alum			
	8' Upright, Alum			

	10' Upright, Alum			
	4' Double Zip Slide, Std Dk			
	Entryway – Timbers https://www.gametime.com/products/timbers-entryway-91150			
	4' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape			
	Owner's Kit			
Custom	GameTime 2-5 Tractor, Barn & Cornstalk			
	5" Corn Stalk Climber Large			
	5" Corn Stalk Climber, Small			
	Corn Stalk Climber, 2'			
	Tractor Body with Transfer Platform			
	Tractor Front Wheels			
	Small Barn Roof			
	Tractor Rear Wheels, Wide Deck			
	Tractor Step			
	Wide Climber Offset Archway			
	Deck Extension Flared			
	GameTime - Hex Pod Step (1') https://www.gametime.com/catalogsearch/result/?q=32022			
	GameTime - Sensory Cove Climber - Square https://www.gametime.com/catalogsearch/result/?q=6249			
	GameTime - Mule Spring Rider https://www.gametime.com/catalogsearch/result/?q=62811			
	GameTime - Spin With Me (With Handle) https://www.gametime.com/catalogsearch/result/?q=6372			
	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount			

	GT-Shade - HYU121208IG HYPERBOLIC UMB 20X20X8			
	GameTime - Arch Swing (Galv) https://www.gametime.com/products/arch-swing-5058			
	GameTime - Watering Boom Swing ADA			
	GameTime - Watering Boom Add-A-Bay			
	GameTime - Encl Seat 3 1/2"(8696)			
	Expression Swing 3 1/2" X 8' https://www.gametime.com/products/expression-swing-5128			
	Belt Seat 3 1/2"Od(8910) https://www.gametime.com/products/belt-swing-seat-1481			
	33' SKY RUN ZIP TRACK W/ ZERO-G https://www.gametime.com/products/skyrun-zip-track-91779			
	33'SKY RUN ZIP TRACK ADD W/ ZIP SEA https://www.gametime.com/products/skyrun-zip-track-91778			
	HYU121208IG HYPERBOLIC UMB 20X20X8			
	6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount			
Custom	GameTime - Powerscape 5-12 Barn Unit			
	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape			
	49"Tri Punched Steel Deck			
	Roof Ext 24" W/Rivet			
	3'-0"Entrance Barrier			
	Access Attachment 3' & 5'			
	Fun Seat			
	Two Piece Hex Deck https://www.gametime.com/products/two-piece-hex-deck-90004			

	5'/6' Double Vine Climber https://www.gametime.com/products/double-vine-climber-90151			
	Eagle Perch Panel Above Dk https://www.gametime.com/products/eagle-perch-routed-panel-90172			
	Rung Encl Telescope & Barrier, Above Dk https://www.gametime.com/products/rung-enclosure-barrier-with-telescope-90211			
	8' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251			
	11' Upright, Alum			
	15' Upright, Alum			
	Climber Archway W/Socket & Barrier https://www.gametime.com/products/socket-archway-barrier-90306			
	Climber Offset Archway W/ Barrier https://www.gametime.com/products/climber-offset-archway-barrier-90336			
	Counter Panel			
	River Rock Climber https://www.gametime.com/products/river-rock-climber-90369			
	5' Double Zip Slide, Std Dk https://www.gametime.com/products/5-double-zip-slide-90509			
	3' Rung Kickplate https://www.gametime.com/products/rung-kick-plate-3-rise-90534			
	Spiral Step Climber (5'-0" & 5'-6") https://www.gametime.com/products/spiral-step-climber-90670			
	Twist Ball Run-Gadget Pnl Below Deck			
	8' Wildertube 'L' Reverse file:///C:/Users/srichards/Downloads/Wildertube%20'L'%20Reverse%20-%208'%20(1).pdf			
	49" Tube Section			
	Tube Entrance Section			
	Footbuck Assy 40 1/16"Lg			
	Curved Right Section			

	Curved Right Section			
	Exit Section			
	Wilder Tube Section			
	Hdw-Wildertube Slide https://www.gametime.com/products/9-wildertube-l-slide-left-91638			
	Support Assy 82 13/16"Lg			
	Single Spiral https://www.gametime.com/catalogsearch/result/?q=%281%29+90842+---+Single+Spiral			
	Splitter 8' https://www.gametime.com/products/splitter-powerscape			
	Entryway – Barrier https://www.gametime.com/products/entryway-barrier			
	High Point Entryway – Barrier https://www.gametime.com/products/high-point-entryway-barrier			
	Entryway – Timbers https://www.gametime.com/products/timbers-transfer-for-gfrc-91309			
	5' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape			
	5' 0" Plank Climber – Timbers https://www.gametime.com/products/plank-climber-91182			
	Entryway – Barrier https://www.gametime.com/products/entryway-barrier			
	Funnel Bridge - Timbers (2 Deck Span) https://www.gametime.com/products/timbers-funnel-bridge-91211			
	Cliff Wall Climber https://www.gametime.com/products/cliff-wall-climber-91303			
	Erratic Climber W/Hex Net 4'-5' https://www.gametime.com/products/erratic-link-with-hex-net-19692			
	Olympus Climber - 7'0 thru 8'0 attac			

	Flower Spinner Panel Below Deck https://www.gametime.com/products/flower-spinner-below-91562			
	Hi-Line Climbing Link 3' Rise https://www.gametime.com/products/hi-line-climbing-link-2-deck-span-with-3-rise-19886			
	Circle Climb Mini 5'-0"-8'-0"			
	Altus X2 Tower Spiral Slide https://www.gametime.com/products/altus-x2-tower-spiral-slide			
	Barn Wall Panel			
	Barn Roof			
	Altus End Enclosure (Barrier)			
	Altus Tower Base https://www.gametime.com/products/altus-x2-modern-tower-base-6082rp			
	Silo Tower Enclosure (Altus)			
	Silo Slide Tower Enclosure 8' (Altus)			
	Silo Tower Thunder Ring Enclosure (Altus)			
	Silo Roof (Altus)			
	Mesa 16 https://www.gametime.com/products/mesa-16-6312			
	GameTime - 5" Corn Stalk Climber Large			
	5" Corn Stalk Climber Small			
	Dune 9 With Space Arch https://www.gametime.com/catalogsearch/result/?q=Dune+9+With+Space+Arch+			
	VistaTree Top 3 https://www.gametime.com/products/vistatree-top-3			
	VistaTwist 3 w/tree house https://www.gametime.com/products/vistatwist-tower-3-with-vistatree-house-6679sp			
	HYU121208IG HYPERBOLIC UMB 20X20X8			
	6' DURACLAD BENCH W/BACK THERMOCOAT I			

	Freenotes - Indigo Butterfly, Inground			
	Freenotes - Orange Butterfly, Inground			
	Freenotes - Yellow Flower, Inground			
	Freenotes - Indigo Flower, Inground			
	Freenotes - Tenor Tree, Inground			
	Freenotes - Tuned Drums, Inground			
Install	Up to 850 Linear Feet of Concrete Border	850'		
Install	Installation of Equipment			
Turf	GT-Impax Synthetic Turf Surfacing			
Install	Provide & Install Drainage to Daylight for Playground Areas			
Shipping	Shipping/Delivery			
Total Turn-Key Bid				

Provide the following information:

Manufacturer _____
 Manufacturer Website Address _____
 NC Secretary of State ID Number _____

Bid Package Checklist:

The following items are submitted and made a condition of this Bid:

- Appendix A - Specification Form
- Appendix B - Price Form
- Appendix C - Bid Submission Form (signed)
- Appendix D - Addendum and Anti-Collusion Form (signed)

- Technical Data/Specification Documents (cut sheets) (Section 6.1)
- Warranty Information & Duration (Section 6.3)
- References (Section 6.4)
- Proposed Subcontractor(s) List (Section 6.5)

--End of Bid Form--