



**Invitation for Bid No. 2024-092
Self-Contained Breathing Apparatus (SCBA)**

Due Date: August 22, 2024
Time: 2:00 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

For Questions - Procurement Contact:

Cheryl Wright, CPPO, CLGPO
Director, Procurement & Contract Management
704-283-3563
Cheryl.Wright@unioncountync.org

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2024-092
Self-Contained Breathing Apparatus (SCBA)

Sealed bids for Self-Contained Breathing Apparatus (SCBA) will be received by the Union County Procurement Department *until 2:00 PM* local time on **August 22 , 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED, IFB 2024-092**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, (County) is a recipient of Community Development Block Grant Entitlement Funds administered through the U.S. Department of Housing and Urban Development. Funding is targeted for essential community development needs for low- and moderate-income areas and residents within the program boundaries. Union County, through the Central Administration Department is soliciting bids from qualified vendors on behalf of the Wingate Fire Department (sub-recipient) to purchase and deliver 25 new open circuit, self-contained breathing apparatus (SCBA) and related components from qualified vendors as outlined in this solicitation by the Bid Submission Deadline listed in this document.

All vendors responding to this invitation will be verified through the System for Award Management to ensure your firm is not actively excluded from participating in Federally supported procurement opportunities.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website: <https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website: <https://evp.nc.gov/solicitations/> (Search County of Union)

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (Cheryl.wright@unioncountync.gov) . Deadline for questions is **August 7, 2024 at 5:00 PM** local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using federal funds received from the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., Community Development Block Grant (CDBG) This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified), Small Businesses Enterprises.

---End of Advertisement---

2 BID SUBMISSION

2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for Self-Contained Breathing Apparatus (SCBA) until **August 22, 2024 at 2:00 PM Local Time** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

2.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]
IFB No. 2024-092
Self-Contained Breathing Apparatus (SCBA)
Attention: Cheryl Wright

Your company name and the solicitation number must be visible on the delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center
Procurement & Contract Management Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Cheryl Wright

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute, or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

2.3 BID QUESTIONS

Bid questions will be due on or before **August 7, 2024 at 5:00 PM** local time. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Cheryl Wright at cheryl.wright@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) *The email subject line should be identified as follows: IFB 2024-092 Self-Contained Breathing Apparatus (SCBA).* All questions and answers may be posted as addenda on the County

Website and/or the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

2.4 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Bidder should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix D – Addendum and Anti-Collusion Form.

3 INTRODUCTION

3.1 COUNTY

Union County, North Carolina (population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, through the Central Administration Department is soliciting bids from qualified vendors on behalf of the Wingate Fire Department (subrecipient) to purchase and deliver Self-Contained Breathing Apparatus (SCBA) as outlined in this solicitation.

3.3 NOTICE OF FEDERAL FUNDING

Union County has received a payment from the Community Development Block Grant established pursuant to 24 C.F.R. 570.208 (a)(3), Union County may utilize such the Community Development Block Grant, in whole or in part, for the cost of the Agreement resulting from this solicitation and the services provided thereunder. In using these funds, the County must comply with the terms of Community Development Block Grant, regulations issued by U.S. Department of Housing and Urban Development governing the expenditure of monies distributed from the Community Development Block Grant, the Award Terms and Conditions applicable to the Community Development Block Grant and such other guidance as the U.S. Department of Housing and Urban Development has issued or may issue governing the expenditure of monies distributed from the Community Development Block Grant (collectively, the “Regulatory Requirements”).

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Department of Housing and Urban Development has determined or may determine are inapplicable to the Community Development Block Grant.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the County cannot enter into an Agreement or make any distributions to Offeror

using monies from the Community Development Block Grant absent agreement and adherence to each term and condition contained therein.

4 INSTRUCTIONS

4.1 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the IFB must be made only through the Procurement Contact noted on the cover of this solicitation. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner

4.3 DUPLICATE BID

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether it is provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must be an authorized dealer of the proposed SCBA equipment and associated equipment. This manufacturer authorization must include required certifications and warranty work provisions.

5 SCOPE OF WORK AND SPECIFICATIONS

5.1 EQUIPMENT AND SPECIFICATIONS

All Products and component parts furnished shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications. Pricing will include but not be limited to the purchase of new SCBA equipment, all components and services listed in the specifications, installation, testing, and training.

Union County seeks to purchase twenty-five new (25) new open circuit, self-contained breathing apparatus for Wingate VFD using CDBG grant funds as described in the advertisement this bid solicitation. SCOTT self-contained breathing apparatus compatible/or approved equal. Follow the instructions listed in section **5.2 Specification Form (refer to section 8 – Appendix A – Specification Form)** regarding the Comply or Does Not Comply process. If you have questions, submit to the procurement contact listed in section 2.3 by the deadline for questions date.

A. Each of the 25 units shall include the following:

1. 57- 30-minute 4500psig cylinders as specified below. With custom logos installed.
2. 70- SCBA face pieces as described below, various sizes required. Thirty units with Radio Direct Interface and 40 units to be standard mask configuration.
3. 1-Rit Pak as specified below.
4. 1-Rit Pak cylinder 30minute with right angle valve.
5. 2-Spare Battery Charger for RDI battery maintenance.
6. 4-Spare batteries for RDI masks.
7. 2-Tool Adapters for snap change cylinders.
8. 1-Respiration Fit Testing System as specified below.
9. 1-Fit Test Adapter for Scott C5 mask.
10. 1-Fite Test Adapter for Scott AV3000HT mask.
11. 1-Five Year Service and Calibration package including shipping both ways.
12. 25-RIT Safety Solutions waist pad mounted search lines per Wingate FD specifications.

B. Attach the following with your Bid submission on the scheduled due date and time.

- Description of the equipment, including the standards and certifications met by the SCBA.
- The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, positive pressure, mask-mounted regulator with air-saver switch; (3) an automatic dual path redundant pressure reducer; (4) end-of-service time indicators; (5) a harness and back frame assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); (8) a personal alert safety system (PASS); and (9) cylinder and valve assembly for storing breathing air under pressure.
- The SCBA shall be approved to NIOSH 42 CFR, Part 84 as an open circuit, pressure-demand self-contained breathing apparatus.
- The SCBA shall be certified to NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency
- The SCBA shall be compliant to NFPA 1982, Standard on Personal Alert Safety Systems, 2018 Edition, when configured with a PASS device.
- The SCBA shall maintain all NIOSH standards with any of the types of cylinders listed as provided by the SCBA manufacturer.
- Detailed warranty proposal.
 - The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.

- The warranty period shall be for as long as the SCBA is owned by the original purchaser.
- This warranty shall not require a registration to activate.
- This warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.
- Estimated date of equipment delivery, assuming the contract is executed on July 1, 2024.
 - Estimated delivery is six months following the order.

C. Attach the following with your Bid submission on the scheduled due date and time. Exceptions to specifications: Any exceptions to the specification above must be outlined in writing on a separate sheet that is clearly marked “Exceptions” and included with the bid. Follow the instructions listed in section **5.2 Specification Form** regarding the Comply or Does Not Comply process. Failure to do so may be grounds to disqualify the bidder.

- Must have a full-time employee assigned to the account for immediate access and technical support of the respiratory program. Please list name, contact information and bio for this person.
- Must have at least five mobile service vehicles located full time in SC/NC to support the service needs of Wingate Fire Department. Bidder must supply documentation with bid proposal.
- All service technicians must have a current Scott certification or approved equal as an authorized technician and must also be certified by the manufacturer to teach technician level classes to York County Fire. Bidder must supply documentation with bid proposal.
- Must have a vendor owned (not contracted) DOT hydrotesting facility within three hours of Wingate Fire Department.
- Successful bidder must be a Five Star Scott Certified service center or approved equal.
- Must have a vendor owned (not 3rd party contracted) mobile DOT hydrotesting trailer located within three hours of Wingate Fire Department. All dot hydrostatic testing of cylinders related to this proposal must be able to be performed on site at the Wingate Fire Department. Wingate Fire Department will be responsible for providing on-site air for refill of air cylinders after hydrostatic testing is completed.
- Must supply two individuals for unboxing, inspection, programming and set up of completed units upon delivery to Wingate Fire Department. These individuals must be capable of programming inventory numbers into the SCBA back electronics and coordinating any repairs from out of box issues if any are found.
- Must supply at least two one-hour training sessions to local departments under a train the trainer program on new equipment delivery. Three of these sessions shall be conducted during normal business hours or shall be conducted in the evening hours at the direction of Wingate Fire Department. Wingate Fire Department reserves the right to move any and/or all of these training sessions to either day or evening sessions.
- Must supply masks to Wingate Fire Department for fit testing of members upon award of contract. Successful vendor shall supply one each small, medium and large masks for this process.
- Union County reserves the right to review all bids and award to the lowest responsive and responsible bidder.

The SCBA must be certified by NIOSH / MSHA as conforming to the code of Federal Regulations, 42 CFR 84. These apparatus without modification shall be NIOSH / MSHA certified. This apparatus must meet all requirements of NFPA-1981 Standard on open-circuit Self-contained Breathing Apparatus, 2013 Edition and shall be certified to the NIOSH Chemical, Biological, Radiological, and Nuclear (CBRN) standard.

5.2 SPECIFICATIONS FORM

Please check Comply or Does Not Comply for each item listed on **Appendix A - Specification Form**. Items checked Comply, must meet specifications exactly. For all the items checked Does Not Comply, clearly note differences in the space provided or on a separate sheet of paper. Provide product technical data/specification documents (cut sheets) and other documentation as needed to comply with the Scope of Work and Specifications outlined in this solicitation. Please do not include any sales or marketing brochures.

All substitutions and exceptions proposed must be emailed to Cheryl.wright@unioncountync.gov no later than 5:00 PM Local Time on August 7, 2024. After review by County staff, the decision to accept or reject the proposed exception substitution will be issued by Addendum.

The County reserves the right to review any exceptions and determine acceptability. Failure to note exceptions will result in rejection of bid.

5.3 WARRANTY

The Vendor warrants that all SCBA equipment shall be new and of good quality and shall provide a minimum of a ten (10) year manufacturer's warranty that provides protection against defects in materials or workmanship. Electronic components shall also be covered by the manufacturer's warranty.

A detailed warranty must be submitted with bid. The express warranty contained in this section shall not diminish any of Union County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

5.4 REFERENCES

Bidders shall provide 3 references for similar projects to include contact information below (include North Carolina customers).

- Company Name
- Contact Name and Title
- Direct Phone Number
- Email Address
- Project Description

5.5 SUBCONTRACTOR

If subcontractors are to be used on this project, please submit with bid the following information:

- Company Name
- Contact Name and Title
- Address

- Direct Phone Number
- Email Address

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor.

The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

5.6 MANUFACTURERS' NAMES

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.

5.7 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by the bidder. Otherwise, it will be considered that products offered will be in strict compliance with these specifications and requirements, and the successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

5.8 SPECIAL INSTRUCTIONS

Contractor/Vendor shall:

1. Be responsible for installation of all new equipment materials.
2. Provide anticipated delivery dates for all items within 1 week of bid award.

3. Must notify the County and Wingate Fire Department (WFD) if the anticipated delivery date changes.
4. Provide regular updates in writing of status changes and or anticipated delivery dates to the designated WFD representative and Union County Representative.
5. Inspect SCBA equipment for damages and or defects.
6. Assume responsibility for any damages, errors, or omissions attributable to the shipper, manufacturer, or installation and reorder products for like in new condition.
7. Coordinate all warranty services and provide copies of warranties & maintenance information.

5.9 DELIVERY AND CHARGES

No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

5.10 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

- 101 West Wilson Street
Wingate, North Carolina 28174

6 EVALUATION OF BIDS AND AWARD PROCEDURES

6.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. All unsigned Bids will be disqualified. In submitting a Bid, Bidder affirms all statements contained in the bid are true and accurate.

6.2 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2

and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

6.3 AWARD

The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract

A Bid may be rejected if it is incomplete. Union County may reject any or all Bids and may waive any immaterial deviation in a Bid.

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder’s Bid as negotiated.

The County shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

6.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 MINIMUM REQUIREMENTS FOR BIDDERS

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

Bids shall be considered only from companies normally engaged in providing the type of equipment specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The Bidder should have previous experience providing the specified equipment in the performance of projects of a similar nature to ensure timely and efficient completion of this project.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

7.2 TERMS AND CONDITIONS

The successful bidder must be a factory-authorized distributor and service center to sell the specified equipment.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

7.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the Contractor and shall not be chargeable in any way to the County nor WFD.

7.4 CERTIFICATION

In response to the IFB Request, the Contractor/Vendor certifies the following:

- This bid is signed by an authorized representative of the firm;

- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost; and
- The potential Contractor/Vendor has read and understands the conditions set forth in this solicitation.

7.5 SERVICE

The bid must include a statement that the successful bidder will service the equipment. Also included will be the pricing structure for annual flow testing on all of the SCBA units. The annual flow testing must be completed on site at the Wingate Volunteer Rescue & Fire Department. Applicable repairs shall be completed either onsite, or picked up and returned free of charge.

7.6 PRICING

Pricing for the SCBA units shall be provided, denoting unit price for each item requested. Bid price shall include any associated shipping costs. The bid prices shall last no less than twelve months from issuance of a p.o. or contract.

7.7 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and contractor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

7.8 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Vendor.

7.9 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

7.10 SUBCONTRACTOR DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

7.11 EXCEPTION TO THE IFB

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

7.12 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90

days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

7.13 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order or Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

7.14 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

7.15 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.16 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.17 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.18 E-VERIFY

E-Verify is the federal 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. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.19 DRUG-FREE WORKPLACE

During the performance of this project, the Contractor agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken

against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.20 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

- A. **WORKERS’ COMPENSATION**
(for any agreement unless otherwise waived by the Risk Manager)
Statutory limits (where contractor has three or more employees) covering all employees, including Employer’s Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease – Each Employee
 - \$500,000 Disease – Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$5,000 Medical Expense Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
 - \$1,000,000 Combined Single Limit – Any Auto

- D. **PROFESSIONAL LIABILITY**
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)
 - \$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. POLLUTION LIABILITY INSURANCE
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

- F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- J. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- J. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- J. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC

28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

J. Certificate Holder shall be listed as follows:

Union County Government Center
500 N. Main Street
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.21 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

1 APPENDIX A – SPECIFICATIONS FORM

IFB No. 2024-095 Self Contained Breathing Apparatus (SCBA)

SUBMIT WITH BID

Company Name: _____

Please check Comply or Not Comply for each item listed below. Items checked Comply, must meet specifications exactly and be submitted with bid. For all the items checked Not Comply, clearly note differences in the space provided or on a separate sheet of paper.

All substitutions and exceptions proposed must be emailed to Cheryl.wright@unioncountync.gov no later than 5:00 PM EDT on August 7, 2024. Attach your completed Specification Form and include substitute/exceptions product specifications to consist of manufacturer name, item description and website address. The email subject line should read: Exception Request for IFB 2024-095 Self Contained Breathing Apparatus (SCBA). After review by County staff, the decision to accept or reject the proposed exception will be issued by Addendum.

Quantity	Item Description	Comply	Not Comply	Notes
25	Self-Contained Breathing Apparatus to include the following: Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4500 psig, Standard Harness with Parachute Buckles, Standard Belt, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS Accessory Hose, SEMS II Pro PASS DEVICE, Packaged 2 SCBA Per Box			
57	CYLINDER & VALVE, CARBON, 4.5, 30-MIN, SNAP-CHANGE - INSTALL CUSTOMER LOGO UNDER GELCOAT OF AIR CYLINDERS DURING PRODUCTION			
40	VISION C5, MEDIUM WITH KEVLAR HEADNET			
30	VISION C5, MEDIUM, KEVLAR HEADNET, RADIO DIRECT INTERFACE (RDI) COMMS WITH BONE CONDUCTION HEADPHONE (BCH) – MOTOROLA			
1	RIT-PAK FAST ATTACK, 4.5, MEDIUM, VISION C5 (Rectus-type Fittings)			
1	RIT CYLINDER & 90° VALVE, CARBON, 4.5, 30-MIN, CGA			
2	Vision C5 Charger (qty 1), Low-Power Supply (AC)			
4	Lithium-ion Battery, Vision C5 Facepiece			
2	TOOL ADAPTER FOR SNAP CHANGE CYLINDERS			

1	Respirator Fit Testing System with Bluetooth®, Includes Logic Software, Roller Case, Triple Tube Assembly, USB Cable, Power Supply, Shell for Battery Compartment and Lifetime Powertrain Warranty			
1	FIT TEST ADAPTER FOR SCOTT VISION C5 MASKS			
1	FIT TEST ADAPTER FOR SCOTT AV3000HT MASKS			
1	5-Year Gold Service Contract Includes calibration & maintenance contract, full warranty through contract, OHD accessory assurance, round trip shipping, 3 day in-house service turnaround.			
25	CUSTOM PERSONAL SEARCH ROPE BAGS PER WINGATE FD SPECIFICATIONS, BAG INCLUDES 25' 6MM POLY/KEVLAR ROPE, RED CARABINER AND CUSTOM BAG TO FIT SCBA WAIST STRAP			

--End of Specifications Form--

2 APPENDIX B – BID FORM

IFB 2024-095 Self Contained Breathing Apparatus (SCBA)

SUBMIT WITH BID

Company Name: _____

Based on the Scope of Work, Specifications and instructions provided in the solicitation, the Bidder must furnish, in the spaces provided on the following pages, unit costs and extended price per quantities provided for each item to provide a to compete the project as described. Unit prices and other requested pricing listed below shall include all equipment, overhead and profit, and other necessary operations to cover the purchase of new SCBA outlined in this solicitation. State and local taxes shall not be included in the unit prices. Quantities shown are not guaranteed.

Item Description	Quantity	Price per Item or Unit Cost	Extended Price
Self-Contained Breathing Apparatus to include the following: Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4500 psig, Standard Harness with Parachute Buckles, Standard Belt, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS Accessory Hose, SEMS II Pro PASS DEVICE, Packaged 2 SCBA Per Box	25		
CYLINDER & VALVE, CARBON, 4.5, 30-MIN, SNAP-CHANGE - INSTALL CUSTOMER LOGO UNDER GELCOAT OF AIR CYLINDERS DURING PRODUCTION	57		
VISION C5, MEDIUM WITH KEVLAR HEADNET	40		
VISION C5, MEDIUM, KEVLAR HEADNET, RADIO DIRECT INTERFACE (RDI) COMMS WITH BONE CONDUCTION HEADPHONE (BCH) – MOTOROLA	30		
RIT-PAK FAST ATTACK, 4.5, MEDIUM, VISION C5 (Rectus-type Fittings)	1		
RIT CYLINDER & 90° VALVE, CARBON, 4.5, 30-MIN, CGA	1		
Vision C5 Charger (qty 1), Low-Power Supply (AC)	2		
Lithium-ion Battery, Vision C5 Facepiece	4		
TOOL ADAPTER FOR SNAP CHANGE CYLINDERS	2		
Respirator Fit Testing System with Bluetooth®, Includes Logic Software, Roller Case, Triple Tube Assembly, USB Cable, Power Supply, Shell for Battery Compartment and Lifetime Powertrain Warranty	1		
FIT TEST ADAPTER FOR SCOTT VISION C5 MASKS	1		

FIT TEST ADAPTER FOR SCOTT AV3000HT MASKS	1		
5 Year Gold Service Contract Includes calibration & maintenance contract, full warranty through contract, OHD accessory assurance, round trip shipping, 3 day in-house service turnaround.	1		
CUSTOM PERSONAL SEARCH ROPE BAGS PER WINGATE FD SPECIFICATIONS, BAG INCLUDES 25' 6MM POLY/KEVLAR ROPE, RED CARABINER AND CUSTOM BAG TO FIT SCBA WAIST STRAP	25		
Grand Total: (Complete all line items)			

Estimated Delivery Date: _____

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 - Bid Form
- Appendix C - Bid Submission form (signed)
- Appendix D - Addendum and Anti-Collusion form (signed)
- Requested Information Listed in Section 5.1 B and 5.1 C
- Warranty Information & Duration (Section 5.3)
- References (Section 5.4)
- Proposed Subcontractor(s) List (Section 5.5)

Reminder: The SCBA must be certified by NIOSH / MSHA as conforming to the code of Federal Regulations, 42 CFR 84. These apparatus without modification shall be NIOSH / MSHA certified. These apparatuses must meet all requirements of NFPA-1981 Standard on open-circuit Self-contained Breathing Apparatus, 2013 Edition and shall be certified to the NIOSH Chemical, Biological, Radiological, and Nuclear (CBRN) standard.

3 APPENDIX C – BID SUBMISSION FORM

IFB 2024-095 Self Contained Breathing Apparatus (SCBA)

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

4 APPENDIX D – ADDENDUM AND ANTI-COLLUSION FORM
IFB 2024-095 Self Contained Breathing Apparatus (SCBA)

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on <https://www.unioncountync.gov/> and/or <https://evp.nc.gov/solicitations/> It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

5 APPENDIX E – FEDERAL CONTRACT PROVISIONS TEMPLATE
IFB 2024-095 Self Contained Breathing Apparatus (SCBA)

DO NOT SUBMIT WITH BID

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.