



## **REQUEST FOR BIDS 24-0921**

# **REQUEST FOR BIDS FOR RADIO FREQUENCY IDENTIFICATION (RFID) SECURITY GATE SYSTEM FOR THE RANDOLPH COUNTY LIBRARY SYSTEM**

The award of a contract under this solicitation will be paid with federal and state funding. Funding is contingent upon compliance with all terms and conditions of funding award. All Proposers and subcontractors used by Proposers shall comply with all applicable federal laws, state laws, state standards, local ordinances, regulations, executive orders, and the terms and conditions of the funding award.

The County encourages participation by small, minority, disabled, and woman-owned businesses. Randolph County reserves the right to award and/or reject any and/or all submissions and waive any technicalities or irregularities.

Full RFP #24-0921 documents can be located at <https://www.randolphcountync.gov/273/Purchasing-Office>. Select the Current Bid Opportunities box.

### **PURPOSE:**

This Request for Proposal is for the supply, installation, and training of a Radio Frequency Identification (RFID) Security Gate System for the Randolph County Public Library which will work in conjunction with the Library's integrated library system (ILS), Sirsi Dynix Horizon and existing RFID software and tags provided by MK Solutions. This program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources. Among other benefits, the Radio Frequency Identification (RFID) Security Gate System should provide:

- Reduced material losses using RFID security gates

The Radio Frequency Identification (RFID) Security Gate System must be optimized for use in a library environment and provide significant workflow improvements for both staff and patrons.

**PROJECT BACKGROUND:**

Randolph County Library is seeking proposals for the provision and installation of the hardware, software, and support services necessary to install and enable the management of an integrated Radio Frequency Identification (RFID) Security Gate System.

**SCOPE OF WORK:**

Unless otherwise stated, quantities listed are estimates only, and Randolph County Library does not guarantee to purchase the quantities specified below. The quantities purchased will be limited to the amount of monies budgeted and appropriated for it. Delivery shall be F.O.B. to each site and/or the facilities where they are to be installed.

The Library wishes to acquire the following system components:

- Single Aisle Security Gates with People Counter (4)
- Dual Aisle Security Gates with People Counter (5)
- Software necessary to communicate with existing Library RFID Solution and Library ILS

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➤ Installation will be at the following locations:

<b>Location</b>	<b>Address</b>	<b>Number of Gates</b>	<b>Type of Gate</b>
Asheboro Public Library	201 Worth Street Asheboro, NC 27203	2	Single Aisle (1) Dual Aisle (1)
Archdale Public Library	10433 S. Main Street Archdale, NC 27263	1	Dual Aisle (1)
Franklinville Public Library	111 Sumner Place Franklinville, NC 27248	1	Single Aisle
Liberty Public Library	239 S. Fayetteville Street Liberty, NC 27298	2	Single Aisle (1) Dual Aisle (1)
Ramseur Public Library	1512 S. Main Street Ramseur, NC 27316	1	Single Aisle
Randleman Public Library	142 W. Academy Street Randleman, NC 27317	1	Dual Aisle (1)
Seagrove Public Library	530 Old Plank Road Seagrove, NC 27317	1	Dual Aisle (1)

**ISSUING OFFICE AND INQUIRIES**

This Request for Bids (RFB) is issued by Randolph County. Any inquiries, clarifications, or interpretations regarding this RFB should be directed in writing to:

Lisa Garner  
 Randolph County  
 725 McDowell Road  
 Asheboro, NC 27205  
[lisa.garner@randolphcountync.gov](mailto:lisa.garner@randolphcountync.gov)

It is the responsibility of each Proposer to inquire about any aspect of the RFB that is not fully understood or is believed to be susceptible to more than one interpretation.

Randolph County will accept only written inquiries regarding the RFB to the above email until Friday, September 29, 2023, at 10:00 A.M. EST. All times listed are understood to be Eastern Standard Time unless otherwise noted. Randolph County’s interpretation of the RFB shall be controlling in all cases.

**QUESTIONS:**

After the RFB issue date, all communications between the County and prospective Proposers regarding this RFB shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lisa Garner, Purchasing

Officer, by emailing [lisa.garner@randolphcountync.gov](mailto:lisa.garner@randolphcountync.gov) . All questions concerning this RFB shall reference the RFB number, section number and page number. Questions and responses affecting the scope of the services will be provided to all Proposers by issuance of an Addendum that will be posted on Randolph County's website at <https://www.randolphcountync.gov/273/Purchasing-Office>. **All questions shall be received no later than 10:00 A.M., EST, Friday, September 29, 2023.**

**SCHEDULE:**

Advertisement	<i>Thursday, September 21, 2023</i>
Deadline for County's receipt of Questions from Proposers	<i>Friday, September 29, 2023 at 10:00 a.m. EST</i>
Response to Questions from Proposers	<i>Tuesday, October 3, 2023 at 5:00 p.m. EST</i>
Public Bid Opening Location	<b>Tuesday, October 10 at 10:00 a.m. EST</b> Randolph County Office Building 1 <sup>st</sup> Floor Meeting Room B 725 McDowell Road Asheboro, NC 27203
Anticipated Date of Award	<i>November 2023</i>

**DEVIATIONS:**

Randolph County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. Randolph County shall be the sole judge of what is to be considered a minor deviation or technicality.

**SUBMISSION OF BIDS:**

Bids must be presented on the Bid Form included in this RFB in a **sealed envelope** and mailed or delivered to:

Randolph County  
Attn: Lisa Garner, Purchasing Officer  
725 McDowell Road  
Asheboro, NC 27205  
[Lisa.Garner@randolphcountync.gov](mailto:Lisa.Garner@randolphcountync.gov)

The package should be marked “Sealed Bid for RADIO FREQUENCY IDENTIFICATION (RFID) SECURITY GATE SYSTEM FOR THE RANDOLPH COUNTY LIBRARY SYSTEM RFB# 24-0921.”

Any bid submitted on forms other than the Randolph County Bid Form may be disqualified. **FAXED or EMAILED BIDS CANNOT BE ACCEPTED.** All bids submitted must be typed or written in ink and signed by the bidder’s designated representative.

No responsibility shall be attached to the County for the premature opening of any bid that is not properly addressed or identified.

In order to be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed at 10:00 A.M. on Tuesday, October 10, 2023. Failure to meet this deadline will disqualify the bidder. Randolph County is not responsible for, nor will any allowances be made for bids received after this time and date for any reason, e.g., carrier delays.

**AWARD OF CONTRACT:**

Contract will be awarded to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFB. The award of any contract resulting from this RFB will be made on a fixed unit cost basis.

**RESPONSIBILITY OF COMPLIANCE WITH LEGAL REQUIREMENTS:**

The Proposer’s products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the Proposal documents.

**NON-COLLUSION**

By executing and submitting their proposal, the Proposer certifies that this proposal is made without reference to any other proposal and without any agreement, understanding, collusion or combination with any other person in reference to such proposal.

**INDEMNITY**

Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Proposer hereunder, resulting from the negligence of or the willful act or omission of Proposer, his agents, employees and subcontractors.

**RIGHT TO REJECT PROPOSALS:**

Randolph County reserves the right to accept or reject any or all Proposals for sound documented reasons.

**MINORITY PARTICIPATION:**

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, Randolph County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. Additional information may be found at [www.doa.nc.gov/hub](http://www.doa.nc.gov/hub).

**REQUIREMENTS:****1. Vendor Experience & Capability**

The vendor shall provide information on its experience and qualifications, which enable it to provide a suitable solution for the Library, including, but not limited to the following:

- Brief history of the company
- Timeline of incorporation, ownership, parent company, partners, and suppliers
- Experience installing the products and services requested in this RFP
- Financial viability of vendor
- Any other information regarding the vendor's experience, which will assist the Library in evaluating the proposal and making an ultimate decision.

**2. References**

The vendor must supply three (3) references for similar work it has undertaken over the past three (3) years, preferably within a public library in North Carolina using the Horizon ILS.

Please provide:

- Library name:
- Contact name(s):
- Email address:
- Telephone number:
- Brief description of the work performed, including products provided and date of installation.

The library may or may not contact the references provided. To determine the vendor's past performance, the library may ask any questions it deems are in its best interests.

### **3. Description of Proposed Solution**

The Vendor shall fully describe and illustrate the products and systems which comprise its RFID solution. Description to include:

- How its RFID offerings will benefit the Library in the areas of staff circulation, self-checkout and check-in, inventory management, and item security.
- How vendor will assist the Library in its transition to RFID technology.
- How vendor will offer on-going support and maintenance and ensure Library staff acceptance of new technology through effective, hands-on training.

### **4. Project Implementation Plan & Personnel**

The vendor shall provide an example of a comprehensive project implementation plan. This plan should include:

- Project management and technical support personnel, with a brief description of each person's qualifications and experience
- Project implementation timeline for each major part of the implementation, such as tagging or installation
- Details of any materials that the Library will be expected to provide which are outside the provisions of the vendor's proposal
- Information on training materials, topics covered, training approach, and training schedule
- Provide experience, qualifications, and role for each person who will be participating in the project. State the background of each team member, years of experience, length of employment with your firm, and experience providing the products requested in this document
- Include a list of relevant and successfully completed projects by these team members.
- Provide the name of the person who will direct the overall project throughout the duration of the contract and key responsibilities. Include any subcontractors
- Include an organizational chart for the proposed project team, identifying the team leader, and all roles and areas of responsibility

### **5. Project Support & Maintenance**

The vendor shall provide details on its service and support and continued maintenance over the life of the system. Details should include:

- Hours and methods of contact to technical support, including normal operating hours and procedures for obtaining assistance during off hours
- First year costs, if any, and subsequent years costs
- How vendor handles/addresses issues
- Any sub-contractors with which the vendor works
- Any warranties and/or guarantees for the system and/or support and service
- Guaranteed response times for both remote and on-site support
- Locations of support technicians
- System update and upgrade policy
- Turnaround time required by vendor to acquire replacement parts
- Qualifications of key support team personnel
- Sample sales, software, and support agreements as appropriate

## **6. Training & Documentation**

Vendor will supply adequate training to the Library as part of the implementation process.

Adequate training is defined by the following:

- Training key circulation, technical services, system administration, and public services staff in the use of all equipment.
- Training will be performed by the vendor at the Asheboro Library of the Randolph County Public Library.

Additional training requirements include:

- The Library requires user manuals, plus any other materials that are typically distributed during training.
- The Library requires that manuals be available in electronic format with unlimited distribution within the Library and shall be supplied free of charge.
- The Library requires unlimited interaction with the vendor sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.
- Introductory operator/user/staff training
- Indicate options and pricing for additional staff training periods and topics.

## **7. Guarantees & Warranties**

Vendor shall provide details of all guarantees and warranties that accompany its solution.

STANDARD: Service is available as requested and is included for all



customers at no additional charge.

OPTIONAL: Service is available but there is an additional fee associated.

Describe the exact terms of your service offering. \*\*The cost associated with all options must be provided only on the Options Appendix attached to and included in the sealed price proposal.

NOT AVAILABLE: Service is not available as requested.

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1. GENERAL	YES	NO
1.1. THE PROPOSED SYSTEM SHALL BE FULLY COMPLIANT WITH ISO 28560-2 PER NISORP-6-2012, WHICH SPECIFIES ISO 18000-3 MODE 1 RFID TAGS.		
1.2. VENDOR MUST DEMONSTRATE EXPERIENCE WORKING WITH 28560-2 IN LIBRARIES.		
1.3. ALL RFID COMPONENTS MUST BE FCC PART 15-CERTIFIED. ATTACH COPIES OF ALL PERTINENT CERTIFICATIONS AS AN APPENDIX.		
1.4. THE PROPOSED SYSTEM AND ALL OF ITS COMPONENTS MUST BE ENTIRELY COMPATIBLE WITH, AND IN NO MANNER INTERFERE WITH, THE SIRSI DYNIX HORIZON ILS, ITS COMPUTER CLIENTS, OR OTHER COMPONENTS.		
1.5. VENDOR MUST BE WILLING TO WORK WITH SIRSI DYNIX AND MK SOLUTIONS TO RESOLVE ANY RFID-ILS FUNCTIONALITY PROBLEM.		
1.6. THE PROPOSED SYSTEM MUST BE COMPATIBLE WITH THE SELF-CHECKOUT SYSTEMS CURRENTLY IN USE AT THE LIBRARY: MK SOLUTIONS'S MK SELF-CHECK – SC4 KIOSK, RUNNING LIBSOFT SOFTWARE AND MK SOLUTIONS'S STAFFSTATION RUNNING LIBSOFT SOFTWARE.		
1.7. THE PROPOSED SYSTEM MUST NOT INTERFERE WITH OTHER EQUIPMENT, AUTOMATED LIBRARY SYSTEM CLIENTS, OR PCs THAT MAY BE NEARBY.		
1.8. THE PROPOSED SYSTEM MUST BE ABLE TO FUNCTION ON EITHER WIRED OR WIRELESS TCP/IP NETWORKS.		
1.9. VENDOR OFFERS COMPREHENSIVE MESSAGING, MONITORING AND MANAGEMENT SOLUTION THAT ALLOWS STAFF TO RECEIVE ALERTS IN REAL-TIME FOR ACTIVITY AT SELF-CHECKOUT STATIONS, SECURITY GATES, ETC.		
1.A. THE VENDOR MUST OFFER A 12-MONTH, 100% MONEY-BACK PERFORMANCE GUARANTEE ON ALL EQUIPMENT PURCHASED AND COVERED BY A 12-MONTH WARRANTY OR SERVICE AGREEMENT.		
1.B. VENDOR WILL PROVIDE TRAINED TECHNICIANS TO INSTALL COMPONENTS		

2. SECURITY GATES AND DETECTION SYSTEM	YES	NO
<b>2.1. THE PROPOSED SYSTEM MUST HAVE A READ RANGE OF NO LESS THAN EIGHTEEN INCHES (18”) IN EITHER DIRECTION OF EACH GATE.</b>		
<b>2.2. PROPOSED SYSTEM SHOULD PROVIDE THE OPTION FOR DETECTING UNCHECKED- OUT ITEMS ON ONE OR BOTH SIDES OF THE SECURITY PEDESTALS.</b>		
<b>2.3. THE PROPOSED SYSTEM MUST HAVE THE OPTION TO TRIGGER AN ALARM ONLY WHEN A PATRON IS EXITING THE LIBRARY.</b>		
<b>2.4 SECURITY SYSTEM MUST PERFORM BI-DIRECTIONAL PATRON COUNTING</b>		
<b>2.5. THE PROPOSED SYSTEM SHOULD BE APPROVED BY CSA OR UL FOR SAFETY TO LIBRARY PATRONS AND STAFF. THE ENTIRE SYSTEM (NOT VARIOUS COMPONENTS) SHALL BE APPROVED. AS VERIFICATION OF CSA OR UL CERTIFICATION OF THE ENTIRE DEVICE, THE CSA/UL MARK SHALL BE DISPLAYED ON THE SERIAL PLATE OF THE EQUIPMENT.</b>		
<b>2.6. THE DETECTION SYSTEMS MUST BE SHIELDED FROM EXTERNAL INTERFERENCE FROM LIGHT FIXTURES, ELEVATOR MOTORS, ETC.</b>		
<b>2.7. SECURITY SYSTEM MUST NOT DAMAGE OR ERASE MAGNETIC MATERIAL.</b>		
<b>2.2. THE PROPOSED DETECTION SYSTEM MUST INCLUDE A PATRON COUNTER THAT CAN BE RESET BY LIBRARY STAFF. EXPLAIN HOW THE COUNTER IS RESET IN THE APPENDIX.</b>		
<b>2.9. THE PROPOSED SYSTEM MUST BE ABLE TO ISSUE VISIBLE AND AUDIBLE WARNINGS. DESCRIBE OPTIONS IN THE APPENDIX.</b>		
<b>2.10. THE PROPOSED SYSTEM MUST PROVIDE SOFTWARE ALERTS FOR STAFF, IN REAL-TIME, INDICATING THE REASON GATES ARE ALARMING. DESCRIBE HOW THESE ALERTS ARE DISPLAYED AND THE INFORMATION IS DISPLAYED (E.G. TITLE OF BOOK?).</b>		
<b>2.11. THE PROPOSED SYSTEM GATE SOFTWARE MUST PROVIDE COMPREHENSIVE REPORTING TOOLS. PLEASE DESCRIBE IN THE APPENDIX.</b>		
<b>2.12. THE PROPOSED SYSTEM MUST PROVIDE ITEM SECURITY EVEN WHEN THE LIBRARY’S ILS OR NETWORK IS OFFLINE OR NOT FUNCTIONING. IT SHOULD NOT REQUIRE CONTACT WITH THE ILS TO VERIFY THAT EVERY ITEM PASSING THROUGH THE GATE IS PROPERLY CHECKED OUT.</b>		

<p><b>2.13. IN ORDER FOR THE LIBRARY TO CONSERVE ENERGY WHEN THE GATES ARE NOT IN USE, THE GATE SYSTEMS MUST HAVE A STANDBY MODE FOR ENERGY SAVINGS. THE GATE SYSTEMS MUST ACTIVATE TO FULL POWER WHEN A PERSON ENTERS THE DETECTION ZONE.</b></p>		
<p><b>2.14. THE PROPOSED SYSTEM MUST OFFER MULTIPLE INSTALLATION OPTIONS. DESCRIBE IN THE APPENDIX.</b></p>		
<p><b>2.15. PROVIDE THE DISTANCES AT WHICH THE SECURITY GATES MUST BE INSTALLED FROM OTHER RFID OR ELECTRONIC ITEMS AND/OR METAL SHELVING SO AS NOT TO INCUR INTERFERENCE.</b></p>		
<p><b>2.16. THE PROPOSED SYSTEM MUST DISPLAY THAT IT IS FUNCTIONING CORRECTLY AND, IF NOT, BE EASY FOR STAFF MEMBERS TO TUNE/CALIBRATE WITHOUT CONTACTING VENDOR SUPPORT.</b></p>		
<p><b>2.17. PROVIDE INFORMATION ON REQUIRED ROUTINE MAINTENANCE OF THE SECURITY GATES, INCLUDING TASKS AND SCHEDULES.</b></p>		
<p><b>2.12. THE PROPOSED SYSTEM SHOULD ONLY REQUIRE A SINGLE DATA CONNECTION FOR MULTIPLE PEDESTALS.</b></p>		
<p><b>2.19. THE PROPOSED SYSTEM MUST HAVE AN ON/OFF KEY SWITCH ACCESSIBLE TO STAFF.</b></p>		
<p><b>2.20. THE PROPOSED SYSTEM MUST ACCURATELY IDENTIFY ITEMS THAT HAVE BEEN CHECKED OUT WITH 97% ACCURACY (INCLUDING A COMBINATION OF 25 BOOKS, CDS, DVDs AND PERIODICALS). STATE THE PROPOSED SYSTEM'S GUARANTEED DETECTION LEVEL.</b></p>		
<p><b>2.21. THE PROPOSED SYSTEMS ACCURATELY IDENTIFY ITEMS THAT HAVE NOT BEEN CHECKED OUT WITH 99% DETECTION ACCURACY (INCLUDING A COMBINATION OF 25 BOOKS, CDS, DVDs AND PERIODICALS) AND NO MORE THAN 1 PER 1000 FALSE ALARMS.</b></p>		
<p><b>2.22. THE PROPOSED SYSTEM MUST HAVE A READ RANGE OF NO LESS THAN EIGHTEEN INCHES (18") IN EITHER DIRECTION OF EACH GATE.</b></p>		

Vendors' proposals should provide solutions as consistent with the above stated descriptions and quantities as possible.

Any optional components, configurations, or equipment that the vendor would like to propose may be included as an appendix to the primary proposal response. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits over the proposal provided in vendor's primary response.

If the vendor's specifications for furnishing products or equipment are in any respect not the equivalent of the requirements in the RFP, this discrepancy must specifically be called out in the proposal. Notwithstanding anything to the contrary in this RFP, vendors are invited to propose, and the Library will consider, any system that is the functional equivalent, or better, system than called out in this RFP.

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	<b>PROJECT COST</b>	<b>QUANTITY</b>	<b>PER UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>A.</b>	<b>SINGLE AISLE SECURITY GATES WITH PEOPLE COUNTER</b>	<b>4</b>		
<b>B.</b>	<b>DUAL AISLE SECURITY GATES WITH PEOPLE COUNTER</b>	<b>5</b>		
<b>C.</b>	<b>SOFTWARE LICENSE COSTS (PLEASE LIST PER SEAT COSTS AND NUMBER OF SEATS REQUIRED FOR EACH COMPONENT OF PROPOSED SYSTEM – ADD LINES AS NEEDED.)</b>			
<b>D.</b>	<b>INSTALLATION (7 LOCATIONS)</b>			
<b>E.</b>	<b>SHIPPING</b>			
<b>F.</b>	<b>TRAINING (7 LOCATIONS)</b>			
<b>G.</b>	<b>SUPPORT YEAR 1</b>			
<b>H.</b>	<b>HARDWARE AND SOFTWARE MAINTENANCE YEAR 1</b>			
	<b>OTHER COSTS (PLEASE LIST IN DETAIL):</b>			
	<b>TAX</b>			
	<b>TOTAL PROJECT COST</b>			
	<b>ONGOING MAINTENANCE COSTS</b>			
<b>I.</b>	<b>ANNUAL SERVICE/MAINTENANCE COSTS (INCLUDING SOFTWARE LICENSE RENEWALS, PARTS, LABOR, AND TRAVEL) YEAR TWO:</b>			
<b>J.</b>	<b>ANNUAL SERVICE/MAINTENANCE COSTS (INCLUDING SOFTWARE LICENSE RENEWALS, PARTS, LABOR, AND TRAVEL) YEAR THREE:</b>			
<b>K.</b>	<b>ANNUAL SERVICE/MAINTENANCE COSTS (INCLUDING SOFTWARE LICENSE RENEWALS, PARTS, LABOR, AND TRAVEL) YEAR FOUR:</b>			
<b>L.</b>	<b>ANNUAL SERVICE/MAINTENANCE COSTS (INCLUDING SOFTWARE LICENSE RENEWALS, PARTS, LABOR, AND TRAVEL) YEAR FIVE:</b>			

**BID SIGNATURE PAGE**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Firm

Federal Tax ID: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
City/State/Zip Code

## **CUSTOMER REFERENCES**

Please provide, at a minimum, three (3) references in which your company has completed similar projects. Please use references of comparable projects and/or government entities.

Reference 1:

Agency/Company Name:

Street Address:

City, State and Zip:

Contact Name:

Contact Phone Number:

Date Service Provided:

Reference 2:

Agency/Company Name:

Street Address:

City, State and Zip:

Contact Name:

Contact Phone Number:

Date Service Provided:

Reference 3:

Agency/Company Name:

Street Address:

City, State and Zip:

Contact Name:

Contact Phone Number:

Date Service Provided:



**ACCEPTANCE OF PROPOSAL PROVISIONS**

Addenda Acknowledgements (if applicable)

Each Proposer is responsible for determining that all addenda issued have been received before submitting a proposal.

Addenda	Date Issued	Date Proposer Received
"A"		
"B"		
"C"		

**BIDS MUST INCLUDE:**

- \_\_\_\_\_ Signed Bid Signature Page
- \_\_\_\_\_ References
- \_\_\_\_\_ Sign for any addenda issued (If Applicable)
- \_\_\_\_\_ Signed Federal Contracts Provisions
- \_\_\_\_\_ Signed Certification Regarding Lobbying
- \_\_\_\_\_ Signed Disclosure Form to Report Lobbying (If Applicable)
- \_\_\_\_\_ Signed and Notarized E-Verify Affidavit

### **Federal Contract Provisions**

This **ADDENDUM** (this “Addendum”) is entered into by and between \_\_\_\_\_ (“Contractor”), and Randolph County, a political subdivision of the State of North Carolina (“County”), and forms an integral part of the Contract (as defined in Section I hereof).

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

### **AGREEMENTS**

#### **Definitions**

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
1. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
  2. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
  3. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
  4. “Contract” shall mean the legal instrument by which the County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
  5. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from the County.
  6. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
  7. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).

8. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
9. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
10. “Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
11. “Subcontractor” shall mean an entity that receives a Subcontract.
12. “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
13. “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
14. “County” shall have the meaning indicated in the preamble to this Addendum.

### **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.

County 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 County 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. County 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. County 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, County 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 Section I.A. of this Addendum shall not apply.

#### **Copeland "Anti-Kickback" Act**

- A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. County shall report all suspected or reported violations to Treasury.

## 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 Section IV.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 Section IV.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 Section IV.A. (Overtime Requirements), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* 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 Section IV.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 Sections IV.A. through IV.D. 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 Sections IV.A. through IV.D.
- 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 Department of the Treasury 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 Section IV of this Addendum 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.

### **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 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 Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury’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 Section V, “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.

### **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 County and understands and agrees that County will, in turn, report each violation as required to Treasury 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 provided by Treasury.
- 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 County and understands and agrees that County will, in turn, report each violation as required to assure notification to Treasury 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 provided by Treasury.

### **Debarment and Suspension**

- A. Due to its receipt of Fiscal Recovery Funds, County is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.940) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract



shall be void, (2) County shall not make any payments of federal financial assistance to Contractor, and (3) County shall have no obligations to Contractor under this Contract.

- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by County, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **Byrd Anti-Lobbying Amendment**

- A. Contractor certifies to 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 Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which 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 County the certification in Attachment 1 to this Addendum, 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 Addendum, which is attached hereto and incorporated herein.

### **Procurement of Recovered Materials**

- A. This Section
- B. 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 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.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.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 Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
  - 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 paragraph D.2(d)(2) of this Section X to County, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to County pursuant to paragraph D.1 of this Section X:
  - 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 paragraph 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 Section X, including this paragraph E.

### **Domestic Preferences for Procurements**

- A. For purposes of this Section XI, 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 Section XI in any Subcontracts.

### **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 Section XII.A., 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.

### **Access to Records**

- A. Contractor agrees to provide County, the Department of the Treasury, the Treasury Office of Inspector 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 Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **Conflicts of Interest; Gifts and Favors**

- A. Contractor understands that (1) County will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the Conflict of Interest Policy of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of 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 County in writing.
- C. Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of 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 County in writing.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- 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.

## **Other Non-Discrimination Statutes**

- A. Contractor acknowledges that 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 Fiscal Recovery 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.

## **Miscellaneous**

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

## **Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT 1  
TO  
FEDERAL CONTRACT PROVISIONS  
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

COUNTY OF RANDOLPH

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I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity contracting with Randolph County hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, if employing 25 or more employees in this State, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES \_\_\_\_\_, or

b. NO \_\_\_\_\_

4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer during the term of its contract with Randolph County.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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

day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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

(Affix Official/Notarial Seal)