



RANDOLPH COUNTY

725 McDowell Road

Asheboro, NC 27205

Tel: (336) 318-6304

Email: lisa.garner@randolphcountync.gov

REQUEST FOR QUOTES

Quote# 20-0730

Single Cell Lite Prisoner Transport System

Issued on: Thursday, July 30, 2020

Due Date: Tuesday, August 11, 2020 by 10:00 AM EST

Administered by: Lisa Garner, Purchasing Officer

Proposals will be accepted until **Tuesday, August 11, 2020 by 10:00 AM EST** by the Purchasing Department. Proposal may be emailed or mailed to:

Lisa Garner
Purchasing Officer
Randolph County
725 McDowell Road
Asheboro, NC 27205
lisa.garner@randolphcountync.gov

Specifications and instructions are attached herewith.

Submission of any quotes signifies the Vendor's agreement that its' quote and the content thereof are valid for 30 days following the submission deadline and will become part of the contract that is negotiated between Randolph County and the successful vendor. All prices submitted with the proposal shall remain in effect for the 30-day period.

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, vendor submitting quotes shall be responsible for complying with state law and local ordinances.

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 quotes and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. Rather the contract for this project will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the quote for the performance of the contract.

Sincerely,

Lisa T. Garner

Lisa T. Garner
Purchasing Officer
Randolph County

Quote# 20-0730
Single Cell Lite Prisoner Transport System

Randolph County reserves the right to reject any or all quotes or accept any presented which meet or exceed these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the lowest quote.

Indemnification:

The successful bidder shall hold the County, to include all Board members and employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys' fees, that:

- A. Arise out of, are connected with, or result directly or indirectly from the successful bidder's failure to perform any of its obligations under this request for quotes; or
- B. Are a result of a breach of any of the successful bidder's warranties. No indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and the County.

Quote Evaluation:

Evaluation of quotes shall be based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the quote for the performance of the contract.

Important Dates

Issue Date:	Thursday, July 30, 2020
Proposals Due on or Before	Tuesday, August 11, 2020 by 10:00 AM EST
Anticipated Award Date (tentative):	August 2020

ANTI-COLLUSION AFFIDAVIT
STATE OF NORTH CAROLINA
RANDOLPH COUNTY

_____, being first duly sworn deposes and affirms that:

1. He/She is the _____ of _____ the bidder that has submitted the attached quote;
2. He/She is fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such quote;
3. Such quote is genuine and is not a collusive or sham quote;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham quote in connection with the contract for which the attached quote has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the quote price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Randolph County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached quote are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Title

Signature

Date

Phone

Email

(SEAL)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, NC. My Commission expires _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF RANDOLPH

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)

BIDDER'S RESPONSE

Dear Sir:

Please submit quote to:

**LISA GARNER
PURCHASING OFFICER
RANDOLPH COUNTY
725 McDOWELL ROAD
ASHEBORO, NC 27205**

EMAIL: lisa.garner@randolphcountync.gov

Quote# 20-0730

Single Cell Lite Prisoner Transport System

Cells will be installed in 2016 thru 2020 Dodge Charger Police Pursuit Vehicles

Vendors may submit a quote for only the purchase of the cell units, only the installation of the cell units or the purchase and installation of the cell units.

Item #	Qty	Description	Unit Cost	Total
1	12	Jotto 475-0986 Single Cell Lite Package		
2	12	Jotto 475-7940 Window Bars		
3	12	Jotto 475-7942 Door Panels		
4	12	Jotto 475-0387 Hardware Bag		
5	12	Jotto 475-9174 Mounting Brackets		

Shipping	
Tax	

TOTAL

Installation

Item #	Qty	Description	Unit Cost	Total
1	12	Installation		

Equivalent Items Quoted - Specifications must be submitted with quote

Item #	Qty	Description	Unit Cost	Total
1	12	Single Cell Lite Package		
2	12	Window Bars		
3	12	Door Panels		
4	12	Hardware Bag		
5	12	Mounting Brackets		

Shipping	
Tax	

TOTAL

COMPANY

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

EMAIL ADDRESS

SIGNATURE

TITLE

FEDERAL ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR RANDOLPH COUNTY CONTRACTS UNDER FEDERAL AWARDS

SECTION 1. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES FOR BREACH OF CONTRACT

Randolph County hereby reserves all rights, remedies and privileges that may be available under local, state and federal law, including case laws and regulations, in the event of a breach of this contract by either party.

SECTION 2. TERMINATION FOR CAUSE AND FOR CONVENIENCE

A. TERMINATION FOR CAUSE

Randolph County hereby reserves the right to terminate this contract immediately in the event of a breach or default of the contract by Vendor, in the event that the Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract, the RFP, and/or the purchase order.

B. TERMINATION FOR CONVENIENCE

Randolph County reserves the right to terminate the contract immediately, with written notice to the Vendor, if the County believes, in its sole discretion, that it is in the best interests of the County to do so. If this contract is terminated for convenience by the County, the Vendor will be compensated for work performed and accepted and for goods accepted by the County as of the termination date.

SECTION 3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Said equal employment opportunity clause is incorporated herein by reference, and Vendor expressly agrees to abide by it and by the applicable requirements of this paragraph.

SECTION 4. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the

Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Vendor hereby certifies that he/she will be in compliance with all applicable provisions of the Davis-Bacon Act and of the Copeland "Anti-Kickback" Act during the term of this contract.

SECTION 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

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

SECTION 6. RIGHTS TO INVENTIONS

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

or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations made by the awarding agency. The Vendor certifies that, during the term of an award for all contracts by Randolph County, the Vendor agrees to comply with all applicable requirements referenced in this Section 6.

SECTION 7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S. C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Vendor certifies that, during the term of this contract, the Vendor shall comply with all applicable provisions referenced in this Section 7.

SECTION 8. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor certifies that, during the term of this contract, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal agency.

SECTION 9. BYRD ANTI-LOBBYING AMENDMENT

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

In accordance with the requirements referenced in the above paragraph, the Vendor certifies that during the term and after the awarded term of an award for this contract, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the Vendor, 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, of an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 any Member of Congress in connection with this Federal grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

SECTION 10. PROCUREMENT OF RECOVERED MATERIALS

Vendor certifies that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 11. RECORD RETENTION REQUIREMENTS

Vendor certifies that Vendor will retain all records are required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN SIGNING BELOW, the Vendor acknowledges and agrees to adhere to the requirements of this FEDERAL ADDENDUM in fulfilling its contractual obligations to Randolph County.

IN WITNESS WHEREOF, the Vendor has hereby made and executed this Addendum, this the ____ day of _____, 20__.

CORPORATE SIGNATURE:

Name of Corporation: _____

Signature: _____

Title: _____

I, _____, a Notary Public of the County of _____, State of _____, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____ and that by authority duly given and as the act of the corporation, he/she signed the preceding addendum voluntarily for its stated purpose.

Name of Notary
County Name
State Name
Name of Signatory
Title of Signatory
Name of Corporation

Witness my hand and official stamp or seal, this ____ day of _____, 20__

Notary Public

My Commission expires: _____.