



REQUEST FOR BIDS 22-0826

REQUEST FOR BIDS FOR RADIO FREQUENCY IDENTIFICATION (RFID) & SELF-CHECK 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 #22-0826 documents can be located at <https://www.randolphcountync.gov/273/Purchasing-Office>. Select the County Vendor Registration box.

PURPOSE:

This Request for Proposal is for the supply, installation, and training of a Radio Frequency Identification (RFID) & Self-Check System for the Randolph County Public Library system which will work in conjunction with the Library's integrated library system (ILS), which is Sirsi Dynix based Horizon. This project is 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 proposed RFID & Self-Check System should provide:

- Enhanced customer experience with innovative self-check interface options;
- Maximized adoption rate of self-check by patrons;
- Significant productivity gains through reduced staff time and repetitive motion of material processing tasks;
- Reduced staff time on shelf management tasks;
- Improved catalog accuracy;

The RFID & Self-Check System must be optimized for use in a library environment and provide significant workflow improvements for both staff and patrons.

SCOPE OF WORK:

Unless otherwise stated, quantities listed are estimates only, and Randolph County 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 to the site and/or the facilities where they are to be installed.

➤ Procurement of Equipment

The Library wishes to acquire the following system components:

- RFID book tags for all circulating library material (310,000);
- RFID full coverage CD/DVD tags (35,000);
- RFID antenna with reader for staff workstations (15);
- Portable Shelf Inventory Device (1)
- Self-Check Station with RFID antenna and thermal receipt printer (7)
- Self-Check Station Installation at the below locations (8)
- Staff training at the below locations

ASHEBORO PUBLIC LIBRARY (HEADQUARTERS)	201 WORTH STREET, ASHEBORO, NC 27203
ARCHDALE PUBLIC LIBRARY	10433 S. MAIN STREET, ARCHDALE, NC 27263
FRANKLINVILLE PUBLIC LIBRARY	111 SUMNER PLACE, FRANKLINVILLE, NC 27248
LIBERTY PUBLIC LIBRARY	239 S. FAYETTEVILLE STREET, LIBERTY, NC 27298
RAMSEUR PUBLIC LIBRARY	1512 S. MAIN STREET, RAMSEUR, NC 27316
RANDLEMAN PUBLIC LIBRARY	142 W. ACADEMY STREET, RANDLEMAN, NC 27317
SEAGROVE PUBLIC LIBRARY	530 OLD PLANK ROAD, SEAGROVE, NC 27317

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

Bids should be mailed, hand delivered or emailed to the address shown above, marked as **“RADIO FREQUENCY IDENTIFICATION (RFID) & SELF-CHECK SYSTEM FOR THE RANDOLPH COUNTY LIBRARY SYSTEM RFB# 22-0826.”** It is the sole responsibility of the Proposer to ensure that their proposal arrives at the Randolph County Purchasing Office by the designated date and hour indicated in the below schedule.

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 Wednesday, September 7, 2022, at 10:00 A.M. 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 . 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, Wednesday September 7, 2022.**

SCHEDULE:

Advertisement	<i>Friday, August 26, 2022</i>
Deadline for County’s receipt of Questions from Proposers	<i>Wednesday, September 7, 2022 at 10:00 a.m. EST</i>
Response to Questions from Proposers	<i>Monday, September 12 2022 at 5:00 p.m. EST</i>
Proposal Due Date	<i>Tuesday, September 20, 2022 at 2:00 p.m. EST</i> Randolph County Office Building Attn: Lisa Garner 725 McDowell Road Asheboro, NC 27205 Lisa.Garner@randolphcountync.gov
Anticipated Date of Award	<i>October 2022</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:

The bids are due by Tuesday, September 20, 2022 at 2:00 pm. Any Proposals received after the scheduled due date and time will not be accepted.

Proposals should be marked “RADIO FREQUENCY IDENTIFICATION (RFID) & SELF-CHECK SYSTEM FOR THE RANDOLPH COUNTY LIBRARY SYSTEM RFB# 22-0826.” and shall be mailed, hand delivered or emailed to the County at the following address:

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

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.

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.

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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. SYSTEM MUST SUPPORT INCLUSION OF BOTH MANDATORY AND OPTIONAL COMMANDS, AND ALL TAGS AND DEVICES WRITING TO THE TAGS MUST CONFORM TO ISO 28560-2 AS DEFINED IN NISO RP-6-2012.		
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 HORIZON ILS, ITS COMPUTER CLIENTS, OR OTHER COMPONENTS.		
1.5. VENDOR MUST BE WILLING TO WORK WITH SIRSI DYNIX TO RESOLVE ANY RFID-ILS FUNCTIONALITY PROBLEM.		
1.6. THE PROPOSED SYSTEM MUST NOT INTERFERE WITH OTHER EQUIPMENT, AUTOMATED LIBRARY SYSTEM CLIENTS, OR PCs THAT MAY BE NEARBY.		
1.7. THE PROPOSED SYSTEM MUST BE ABLE TO FUNCTION ON BOTH WIRED AND WIRELESS TCP/IP NETWORKS.		
1.8. 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.		
1.9. 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.		
2. RFID TAGS	YES	NO
2.1. TAGS MUST BE TESTED FOR OVER 100,000 READ/WRITE CYCLES AND BE GUARANTEED FOR THE LIFE OF THE ITEMS TO WHICH THEY ARE AFFIXED. PROVIDE DOCUMENTATION AS AN APPENDIX.		
2.2. VENDOR WILL NAME ITS TAG SUPPLIER AND ANY QUALITY ASSURANCE GUARANTEES.		
2.3. THE PROPOSED SYSTEM MUST PROVIDE TAGS WITH A MINIMUM MEMORY OF 1,024 BITS.		
2.4. ALL DATA ON THE RFID TAG, INCLUDING THE ITEM IDENTIFIER FIELD, MUST BE FULLY REWRITEABLE.		
2.5. TAGS MUST SUPPORT THE OPTION TO LOCK AND/OR PASSWORD-PROTECT SELECTED FIELDS ON THE TAG (E.G. BAR CODE NUMBER). DESCRIBE LOCKING AND PASSWORD PROTECTION OPTIONS.		
2.6. TAGS MUST ENABLE THE AFI SETTING TO BE STORED DIRECTLY ON THE TAG AS DEFINED IN ISO 28560-2.		

2.7. VENDOR MUST PROVIDE CUSTOM PRINTING OPTION FOR TAGS TO BE IMPRINTED WITH A BAR CODE OR THE LIBRARY'S LOGO AS WELL AS BLANK TAGS.		
3. CONVERSION	YES	NO
3.1. DESCRIBE THE PROPOSED TAGGING SOFTWARE AND THE PROCESS FOR CONVERTING LIBRARY MATERIAL.		
3.2. VENDOR CAN PROVIDE COMPONENTS OF A MOBILE CONVERSION STATION FOR USE WITH LIBRARY-PROVIDED CARTS AND/OR LAPTOPS. DESCRIBE OPTIONS IN THE APPENDIX.		
3.3. VENDOR CAN PROVIDE A MOBILE CONVERSION STATION INTEGRALLY DESIGNED ON A COMPACT CART WITH WHEELS TO SUPPORT EASY CONVERSION IN THE NARROW LIBRARY AISLES. THE MOBILE CONVERSION STATION SHALL BE AVAILABLE FOR NO ADDITIONAL COST TO THE LIBRARY. DESCRIBE IN THE APPENDIX.		
3.4. THE MOBILE CONVERSION STATION MUST BE BATTERY OPERATED AND SHOULD NOT REQUIRE AN AC CONNECTION TO OPERATE. SPECIFY THE TYPICAL BATTERY LIFE AND CHARGING TIME FOR THE MOBILE CONVERSION STATION IN THE APPENDIX.		
3.5. THE MOBILE CONVERSION STATION MUST FUNCTION IN STANDALONE MODE, NOT REQUIRING AN INTERFACE WITH THE INTEGRATED LIBRARY SYSTEM.		
3.6. THE MOBILE CONVERSION STATION MUST BE EASY TO USE AND ABLE TO CONVERT AT A RATE OF AT LEAST 350 ITEMS PER HOUR WITH TWO PEOPLE PER CONVERSION STATION. PLEASE PROVIDE AN EXAMPLE OF A LIBRARY IN WHICH THIS NUMBER WAS ACHIEVED, WITH CONTACT INFORMATION IN THE APPENDIX.		
3.7. THE MOBILE CONVERSION STATION MUST AUTOMATICALLY DISPENSE RFID TAGS.		
3.8. DURING TAGGING PROCESS, ANY CONVERSION SYSTEM MUST AUTOMATICALLY INTERRUPT IF BAR CODE SCANNER FAILS TO SCAN ALL DIGITS IN THE BAR CODE.		
3.9. TAG PROGRAMMING APPLICATION SHOULD PERFORM AN IMMEDIATE CONFIRMATION READ OF A PROGRAMMED TAG TO ENSURE THAT THE TAG HAS BEEN WRITTEN EXACTLY AS INTENDED.		
3.10. TAG PROGRAMMING APPLICATION MUST BE ABLE TO PERFORM A CONFIRMATION READ OF TAGS IN ONE-AT-A-TIME OR MULTIPLE MODE, SO THE STAFF CAN SEE ALL DATA PROGRAMMED TO TAGS.		
3.11. WHEN TAG-PROGRAMMING ERRORS OCCUR, THE SYSTEM MUST REACT IN REAL- TIME USING OPTIONAL SOUND AND/OR VISUAL ALERTS.		

3.12. ANY PROPOSED SYSTEM MUST BE ABLE TO WEED ITEMS BY UPLOADING AND READING A WEED LIST (A LIST OF ITEMS TO BE REMOVED FROM THE LIBRARY) DURING THE CONVERSION PROCESS, TO AUTOMATICALLY ALERT STAFF TO WEED AN ITEM UPON SCANNING THE BARCODE, RATHER THAN APPLYING AN RFID TAG.		
3.13. ANY PROPOSED SYSTEM MUST INCLUDE THE ABILITY TO LOG ALL ITEMS THAT HAVE BEEN PROGRAMMED BY AN ID NUMBER. THE SYSTEM MUST HAVE THE OPTION TO SAVE A CUMULATIVE LIST OF ALL ITEM IDS WRITTEN TO RFID TAGS IN A FILE.		
3.14. ANY PROPOSED SYSTEM MUST HAVE A VISIBLE SCAN LINE TO FACILITATE CORRECT PLACEMENT OF MATERIAL ON THE CONVERSION STATION.		
3.15. ANY PROPOSED SYSTEM MUST BE ABLE TO HANDLE VARYING BARCODE LOCATIONS AND ORIENTATIONS.		
3.16. VENDOR MUST PROVIDE CSA OR UL LISTING NUMBER AND FCC LISTING FOR THE MOBILE CONVERSION SYSTEM.		
4. CIRCULATION STAFF WORKSTATIONS	Yes	No
4.1. THE PROPOSED SYSTEM MUST BE ABLE TO MOUNT IN, ON, OR UNDER THE WORK SURFACE OF A CIRCULATION STATION EVEN WHEN POSITIONED UNDER EXISTING LIBRARY SLATE, GRANITE, WOODEN OR LAMINATE-TOPPED DESKS		
4.2. PROPOSED SYSTEM SHOULD PROVIDE FOR MULTIPLE INSTALLATION OPTIONS SUCH AS ANTENNAS WITH SIDE-SHIELDING, FULL SHIELDING, AND/OR EXTRA- LARGE ANTENNAS WITH FULL SHIELDING. DESCRIBE IN THE APPENDIX.		
4.3. THE PROPOSED SYSTEM MUST USE AN ANTI-COLLISION ALGORITHM THAT DOES NOT LIMIT THE NUMBER OF RFID TAGS THAT CAN BE SIMULTANEOUSLY IDENTIFIED AND READ UP TO EIGHT INCHES (8”) HIGH. PROVIDE INFORMATION ABOUT WARRANTIES AS IT PERTAINS TO READ RANGE OF WORKSTATION READERS IN THE APPENDIX.		
4.4. THE PROPOSED SYSTEM MUST BE CAPABLE OF PROCESSING RFID TAGS OR BARCODES IN THE SAME CIRCULATION TRANSACTION.		
4.5. A BAR CODE READER MUST BE ABLE TO OPERATE CONCURRENTLY WITH AN RFID READER.		
4.6. THE PROPOSED SYSTEM READERS MUST BE ABLE TO READ TAGS AND DISPLAY (ON THE STAFF SCREEN) THE INFORMATION ON THE TAGS INCLUDING ANY OR ALL OF THE PROGRAMMED DATA ELEMENTS. DESCRIBE HOW THIS WORKS WITH HORIZON IN THE APPENDIX.		
4.7. THE LIBRARY'S STANDARD ILS CHECKOUT AND CHECK-IN SCREENS MUST REMAIN OPEN AND OPERATIONAL AT ALL TIMES, WHILE STILL RECEIVING VALUABLE UPDATES/NOTIFICATIONS ABOUT PATRON TRANSACTIONS AT SELF-CHECKOUT STATIONS.		

4.8. THE RFID STAFF CLIENT MUST NOT BE INTRUSIVE TO THE ILS STAFF CLIENT. IT MUST TAKE ONLY A SMALL AMOUNT OF SCREEN REAL ESTATE AND REMAIN EASILY ACCESSIBLE IN A SMALL APPLICATION WINDOW.		
4.9. THE PROPOSED SYSTEM MUST SUPPORT EFFICIENT STAFF PROCESSING OF BOTH CHECK- IN AND CHECKOUT TRANSACTIONS AS WELL AS MODIFYING PATRON RECORDS AND ITEM RECORDS. DESCRIBE THE WORKFLOW AT A TYPICAL STAFF CIRCULATION WORKSTATION THAT PERFORMS BOTH CHECK-IN AND CHECKOUT OF LIBRARY MATERIALS INCLUDING DESCRIBING ANY FUNCTION KEYS REQUIRED, AND INDICATORS ON THE STAFF SCREEN THAT ALERT STAFF ITEMS HAVE BEEN CHECKED IN (AND OUT) AND THE SECURITY SETTING APPLIED PROPERLY IN THE APPENDIX.		
4.10. THE PROPOSED SYSTEM MUST SECURE ITEM WITHIN ONE SECOND OF CHECKING IN THE ITEM.		
4.11. THE PROPOSED SYSTEM MUST UNLOCK ITEM WITHIN ONE SECOND OF CHECKING OUT THE ITEM.		
4.12. THE PROPOSED SYSTEM MUST SUPPORT EFFICIENT HANDLING OF HOLDS. DESCRIBE WHAT HAPPENS WHEN AN ITEM BEING CHECKED IN TRIGGERS A HOLD IN THE APPENDIX.		
4.13. THE PROPOSED SYSTEM MUST HAVE THE ABILITY TO READ, PROGRAM, AND REPROGRAM RFID TAGS WITHOUT CHANGING SCREENS OR MODULES. DESCRIBE HOW TAGS CAN BE REPROGRAMMED DURING A TYPICAL STAFF CHECK-IN OR CHECKOUT TRANSACTION IN THE APPENDIX.		
4.14. THE PROPOSED SYSTEM MUST NOT REQUIRE MOUSE ACTIVATIONS TO PROCESS MOST ITEMS. DESCRIBE ANY SITUATIONS WHERE MOUSE ACTIVATIONS ARE REQUIRED IN THE APPENDIX.		
4.15. RFID CLIENT SOFTWARE MUST BE CAPABLE OF RUNNING IN WINDOWS 10 OR HIGHER, 64-BIT, AT A NON-ADMINISTRATIVE LEVEL.		
4.16. THE PROPOSED SYSTEM MUST BE ABLE TO PROCESS SETS AND PROVIDE A NOTIFICATION IF A PART IS MISSING.		
4.17. THE PROPOSED SYSTEM MUST BE ABLE TO BLOCK AND/OR PROMPT THE USER ON SETS WITH MISSING PARTS PRIOR TO SENDING DATA TO THE ILS. THIS CAPABILITY MUST BE CONFIGURABLE.		
4.18. VENDOR MUST PROVIDE CSA OR UL LISTING NUMBER FOR COMPLETE CIRCULATION STAFF WORKSTATION.		
5. TECHNICAL SERVICES STAFF WORKSTATIONS	Yes	No
5.1. THE PROPOSED SYSTEM MUST BE ABLE TO MOUNT IN, ON, OR UNDER THE WORK SURFACE OF A TECH SERVICES WORKSTATION EVEN WHEN POSITIONED UNDER EXISTING LIBRARY SLATE, GRANITE, WOODEN OR LAMINATE-TOPPED DESKS.		

<p>5.2. PROPOSED SYSTEM SHOULD PROVIDE FOR MULTIPLE INSTALLATION OPTIONS SUCH AS ANTENNAS WITH SIDE-SHIELDING, FULL SHIELDING, AND/OR EXTRA- LARGE ANTENNAS WITH FULL SHIELDING. DESCRIBE IN THE APPENDIX.</p>		
<p>5.3. THE PROPOSED SYSTEM MUST USE AN ANTI-COLLISION ALGORITHM THAT DOES NOT LIMIT THE NUMBER OF RFID TAGS THAT CAN BE SIMULTANEOUSLY IDENTIFIED AND READ UP TO EIGHT INCHES (8”) HIGH. PROVIDE INFORMATION ABOUT WARRANTIES AS IT PERTAINS TO READ RANGE OF WORKSTATION READERS IN THE APPENDIX.</p>		
<p>5.4. THE PROPOSED SYSTEM MUST BE CAPABLE OF PROCESSING RFID TAGS OR BARCODES IN THE SAME CIRCULATION TRANSACTION.</p>		
<p>5.5. A BAR CODE READER MUST BE ABLE TO OPERATE CONCURRENTLY WITH AN RFID READER.</p>		
<p>5.6. THE PROPOSED SYSTEM READERS MUST BE ABLE TO READ TAGS AND DISPLAY THE INFORMATION ON THE TAGS INCLUDING ANY OR ALL OF THE PROGRAMMED DATA ELEMENTS.</p>		
<p>5.7. THE PROPOSED SYSTEM MUST SUPPORT EFFICIENT STAFF PROCESSING OF MATERIAL. DESCRIBE THE WORKFLOW AT A TYPICAL STAFF TECHNICAL SERVICES WORKSTATION IN THE APPENDIX.</p>		
<p>5.8. THE PROPOSED SYSTEM MUST SUPPORT EFFICIENT HANDLING OF HOLDS. DESCRIBE WHAT HAPPENS WHEN AN ITEM BEING CHECKED-IN TRIGGERS A HOLD IN THE APPENDIX.</p>		
<p>5.9. THE PROPOSED SYSTEM MUST HAVE THE ABILITY TO READ, PROGRAM, AND REPROGRAM RFID TAGS WITHOUT CHANGING SCREENS OR MODULES. DESCRIBE HOW TAGS CAN BE REPROGRAMMED USING THE TECHNICAL SERVICES STAFF WORKSTATION IN THE APPENDIX.</p>		
<p>5.10. THE PROPOSED SYSTEM MUST NOT REQUIRE MOUSE ACTIVATIONS TO PROCESS MOST ITEMS. DESCRIBE ANY SITUATIONS WHERE MOUSE ACTIVATIONS ARE REQUIRED DESCRIBE IN THE APPENDIX.</p>		
<p>5.11. RFID CLIENT SOFTWARE MUST BE CAPABLE OF RUNNING IN WINDOWS 10 OR HIGHER, 64-BIT, AT A NON-ADMINISTRATIVE LEVEL.</p>		
<p>5.12. THE PROPOSED SYSTEM MUST BE ABLE TO PROCESS SETS AND PROVIDE A NOTIFICATION IF A PART IS MISSING.</p>		
<p>5.13. THE PROPOSED SYSTEM MUST BE ABLE TO BLOCK OR PROMPT THE USER ON SETS WITH MISSING PARTS PRIOR TO SENDING DATA TO THE ILS. THIS CAPABILITY MUST BE CONFIGURABLE.</p>		
<p>5.14. THE PROPOSED SYSTEM MUST PERMIT THE OPERATOR TO ACCESS COMMANDS TO SET OR RESET TAG SECURITY INDEPENDENT OF THE ILS.</p>		
<p>5.15. THE PROPOSED SYSTEM MUST BE ABLE TO READ MULTIPLE TAG DATA FORMATS WITHOUT AFFECTING PERFORMANCE.</p>		

5.16. THE PROPOSED SYSTEM MUST BE EASY TO USE AND ABLE TO TAG AT A RATE OF AT LEAST 200 ITEMS PER HOUR.		
5.17. THE PROPOSED SYSTEM MUST ALLOW CONFIGURATION OF ITEM IDENTIFIER PARAMETERS SO THAT PROGRAMMING OF PARTIALLY OR INCORRECTLY SCANNED BARCODES ARE AUTOMATICALLY PREVENTED.		
5.18. THE PROPOSED SYSTEM MUST BE ABLE TO TAG ITEMS FROM A LIST (WHEN AN OPTICAL BARCODE IS UNAVAILABLE OR UNRELIABLE).		
5.19 THE PROPOSED SYSTEM MUST BE ABLE TO WORK WITH A WEED LIST (A LIST OF ITEMS TO BE REMOVED FROM THE LIBRARY), TO AUTOMATICALLY ALERT STAFF TO WEED AN ITEM UPON SCANNING THE BARCODE, RATHER THAN APPLYING AN RFID TAG.		
5.20. THE PROPOSED SYSTEM MUST HAVE ABILITY TO READ, PROGRAM, REPROGRAM, AND LOCK RFID TAGS.		
5.21. VENDOR MUST PROVIDE CSA OR UL LISTING NUMBER FOR COMPLETE TECHNICAL SERVICES STAFF WORKSTATION.		
6. SELF-CHECKOUT STATIONS	YES	NO
6.1. CHECKOUT STATION MUST BE ABLE TO CHECK OUT MULTIPLE ITEMS IN A STACK AND SUPPORT EFFICIENT WORKFLOWS FOR PATRONS. DESCRIBE HOW THE CHECKOUT PROCESS WORKS FROM THE PATRON'S POINT OF VIEW WHEN CHECKING OUT MULTIPLE ITEMS OF VARIOUS TYPES (E.G. BOOKS, DVDs, PERIODICALS) SIMULTANEOUSLY. PROVIDE SCREEN SHOTS.		
6.2. MINIMALLY, THE PROPOSED SYSTEM'S RFID SELF-CHECKOUT UNITS MUST BE ABLE TO READ ITEM-SPECIFIC IDENTIFICATION NUMBERS (BARCODES), COMMUNICATE WITH THE ILS TO UPDATE THE LIBRARY'S INVENTORY, AND TURN SECURITY OFF.		
6.3. THE PROPOSED SYSTEM MUST INTERFACE WITH THE LIBRARY'S EXISTING AUTOMATED LIBRARY SYSTEM USING THE SIP2 PROTOCOL. PLEASE DESCRIBE THIS INTERFACE AND ANY STANDARDS THAT ARE INVOLVED IN THIS COMMUNICATION.		
6.4. THE PROPOSED SYSTEM MUST BE ABLE TO CONNECT THROUGH THE LIBRARY'S LOCAL AREA NETWORK VIA AN ETHERNET CONNECTION AND/OR SECURED WIRELESS NETWORK.		
6.5. THE PROPOSED SYSTEM MUST BE CAPABLE OF PROCESSING RFID TAGS OR ITEM BAR CODES IN THE SAME TRANSACTION.		
6.6. AFTER BEING UNABLE TO DETECT AN RFID TAG IN AN ITEM, STATION MUST AUTOMATICALLY REQUEST THAT THE PATRON SEEK ASSISTANCE FROM STAFF.		

<p>6.7. THE PROPOSED SYSTEM MUST READ THE CURRENT TYPE OF LIBRARY CARD USED BY THE LIBRARY AND SHOULD BE ABLE TO FACILITATE A MIGRATION TO OTHER TECHNOLOGIES UNDER CONSIDERATION BY THE LIBRARY (E.G. RFID OR NFC BASED PATRON CARDS). DESCRIBE LIBRARY CARD TYPES WITH WHICH YOUR SYSTEM IS COMPATIBLE.</p>		
<p>6.8. VENDOR HAS MULTIPLE SELF-CHECKOUT FORM FACTORS AVAILABLE, INCLUDING BUILT-IN, FREESTANDING KIOSK, COUNTERTOP, AND HEIGHT ADJUSTABLE FOR ADA REQUIREMENTS. DESCRIBE OPTIONS IN THE APPENDIX.</p>		
<p>6.9. THE PROPOSED SYSTEM MUST HAVE THE ABILITY TO PRINT OUT ALL INFORMATION FOR A PATRON CHECKOUT OR CHECK-IN TRANSACTION ON A SINGLE RECEIPT. SUCH RECEIPT SHOULD BE CUSTOMIZABLE TO INCORPORATE LIBRARY IDENTITY, HOURS, AND SO FORTH. STAFF MEMBERS MUST BE ABLE TO MAKE THESE CHANGES EASILY WITHOUT GOING BACK TO THE VENDOR. DESCRIBE THE WAYS THE RECEIPT MAY BE CUSTOMIZED BY THE LIBRARY AND HOW THIS IS ACCOMPLISHED. DESCRIBE IN THE APPENDIX.</p>		
<p>6.10. SELF-CHECKOUT UNIT MUST BE ABLE TO BE REMOTELY MONITORED. DESCRIBE THE OPTIONS FOR REMOTELY MONITORING EACH CHECKOUT STATION. DESCRIBE IN THE APPENDIX.</p>		
<p>6.11. PATRONS CAN RENEW ITEMS AT THE SELF-CHECKOUT STATIONS WITHOUT HAVING THE ITEMS PRESENT.</p>		
<p>6.12. THE PROPOSED SYSTEM MUST BE CAPABLE OF READING ITEM BAR CODES LOCATED IN VARIOUS LOCATIONS.</p>		
<p>6.13. THE PROPOSED SYSTEM MUST DISPLAY ILS SYSTEM INFORMATION RELATING TO THE PATRON OR ITEM STATUS. DESCRIBE IN THE APPENDIX.</p>		
<p>6.14. THE PROPOSED SYSTEM’S SELF-CHECKOUT UNITS SHOULD HAVE CUSTOMIZABLE MESSAGES BASED ON PATRON AND ITEM STATUS. STAFF MEMBERS MUST BE ABLE TO MAKE THESE CHANGES EASILY WITHOUT GOING BACK TO THE VENDOR. DESCRIBE HOW THE LIBRARY CAN MODIFY THESE CUSTOMIZABLE MESSAGES. DESCRIBE IN THE APPENDIX.</p>		
<p>6.15. LIBRARY SHOULD HAVE OPTION TO CONFIGURE SELF-CHECK STATIONS SO THAT PATRON MAY ENTER BARCODE NUMBERS AND PINS ON THE TOUCH SCREEN IN ADDITION TO SCANNING LIBRARY CARDS.</p>		
<p>6.16. THE PROPOSED SYSTEM MUST BE ABLE TO PROCESS SETS AND PROVIDE A NOTIFICATION TO PATRON, BEFORE COMPLETING THE CHECK-OUT TRANSACTION, IF A MISSING PART IS DETECTED.</p>		
<p>6.17. SELF-CHECKOUT SYSTEM SOFTWARE AND HARDWARE MUST MEET ADA GUIDELINES, AND INCLUDE FEATURES, SUCH AS A LARGE TOUCH SCREEN INTERFACE, USER-SELECTABLE HIGH-CONTRAST INTERFACE, AND LARGE TYPE SIZE. DESCRIBE ALL ATTRIBUTES THAT ADDRESS ADA REQUIREMENTS.</p>		

<p>6.18. THE PROPOSED SYSTEM MUST HAVE CUSTOMIZABLE INSTRUCTIONS AND GRAPHICS THAT CAN BE CONFIGURED BY LIBRARY STAFF WITHOUT GOING BACK TO THE VENDOR. DESCRIBE HOW THE LIBRARY CAN MODIFY THESE INSTRUCTIONS AND GRAPHICS DESCRIBE IN THE APPENDIX.</p>		
<p>6.19. STATION MUST BLOCK BOTH PATRONS AND ITEMS THAT ARE BLOCKED BY THE LIBRARY’S ILS. DESCRIBE HOW THE PATRON AND STAFF ARE NOTIFIED WHEN A PATRON ENCOUNTERS A BLOCK IN THE APPENDIX.</p>		
<p>6.20. EACH SELF-CHECK UNIT MUST BE ABLE TO TOGGLE INTERFACE LANGUAGE BETWEEN ENGLISH AND SPANISH. PLEASE LIST LANGUAGES CURRENTLY AVAILABLE IN THE APPENDIX.</p>		
<p>6.21. PATRONS MUST HAVE THE OPTION TO PRINT A RECEIPT, PRINT NO RECEIPT, OR HAVE THE RECEIPT EMAILED.</p>		
<p>6.22. THE PROPOSED SYSTEM MUST TURN ON/OFF THE SECURITY FEATURE ON RFID TAGS TO ALLOW SECURE LIBRARY OPERATION DURING OFFLINE SITUATIONS.</p>		
<p>6.23. SELF-CHECKOUT STATIONS CAN BE CUSTOMIZED WITH A SELECTION OF COLORS OR OTHER OPTIONS. PLEASE ELABORATE ON WHETHER OR NOT THIS IS AVAILABLE. **THE COST ASSOCIATED WITH ALL OPTIONS MUST BE PROVIDED ON THE OPTIONS APPENDIX ATTACHED TO AND INCLUDED IN THE SEALED PRICE PROPOSAL.</p>		
<p>6.24. THE PROPOSED SYSTEM MUST PROVIDE CSA OR UL LISTING NUMBER AND FCC CERTIFICATION NUMBERS FOR THE COMPLETE SELF-CHECKOUT SYSTEM.</p>		
<p>6.25. THE PROPOSED SYSTEM MUST USE AN ANTI-COLLISION ALGORITHM THAT DOES NOT LIMIT THE NUMBER OF RFID TAGS THAT CAN BE SIMULTANEOUSLY IDENTIFIED AND READ UP TO EIGHT INCHES (8”) HIGH. PROVIDE INFORMATION ABOUT WARRANTIES AS IT PERTAINS TO READ RANGE OF WORKSTATION READERS IN THE APPENDIX.</p>		
<p>7. REPORTING, MANAGEMENT, & CONFIGURATION TOOLS:</p>	<p>YES</p>	<p>NO</p>
<p>7.1. VENDOR OFFERS COMPREHENSIVE MESSAGING AND MONITORING SOLUTION THAT ALLOWS STAFF TO RECEIVE ALERTS INCLUDING:</p> <ul style="list-style-type: none"> • REAL-TIME ACTIVITY AT SELF-CHECKOUT STATIONS. • REAL-TIME MONITORING OF SIP CONNECTION AND ILS CONNECTIVITY FOR ALL CONNECTED DEVICES. • ABILITY TO CONTROL PERSONALIZED ALERTS FOR PERTINENT STAFF. 		
<p>7.2. THE PROPOSED SYSTEM WILL PROVIDE CUSTOMER AND ITEM TRANSACTIONS BY DAY OF THE WEEK, CUSTOMER AND ITEM TRANSACTIONS BY HOUR OF DAY, ITEM COUNT BY ITEM TYPE, ITEM COUNT BY ITEM STATUS, TOTAL ITEM COUNTS ACROSS EACH AND EVERY UNIT, AND FINES/FEE TRANSACTIONS AT ALL SELF-CHECKOUTS, WHETHER IN ONE LOCATION OR ACROSS A SYSTEM.</p>		

7.3. THE PROPOSED SYSTEM MUST PROVIDE PERFORMANCE STATISTICS. DESCRIBE AVAILABLE REPORTING FEATURES AND THE STATISTICS THAT CAN BE SEEN IN THE APPENDIX.		
7.4. STAFF MUST BE ABLE TO MONITOR THE STATUS OF INDIVIDUAL OR MULTIPLE SELF- CHECKOUT STATIONS AND SECURITY GATES WITHIN A SITE OR SYSTEM-WIDE, AND WILL BE ALERTED TO THE STATUS OF EACH STATION, INCLUDING IF PATRON REQUIRES ASSISTANCE, RECEIPT PAPER IS RUNNING LOW, STATION HAS GONE OFFLINE, ETC. STAFF MUST BE ABLE TO PERFORM THIS FUNCTION BY LOGGING IN TO A WEB INTERFACE ON ANY COMPUTER WITH NETWORK ACCESS.		
7.5. AN ADMINISTRATOR MUST BE ABLE TO SET UP ALERTS FOR SELECTED STAFF ASSOCIATED WITH DEVICES WITHIN THEIR AREA OF RESPONSIBILITY. DESCRIBE OPTIONS FOR DISTRIBUTING MANAGEMENT AND ALERTS FOR MULTIPLE USERS IN THE APPENDIX.		
7.6. AUTHORIZED STAFF MUST BE ABLE TO CONFIGURE INDIVIDUAL OR MULTIPLE NETWORK ATTACHED DEVICES WITHIN A SITE OR SYSTEM-WIDE BY LOGGING IN TO A WEB INTERFACE ON ANY STAFF STATION, WITH THESE CHANGES BEING PUSHED TO ALL UNITS ACROSS A SYSTEM OR A BRANCH.		
7.8. DESCRIBE HOW STAFF IS ABLE TO GENERATE REPORTS WITHOUT HAVING TO CONTACT VENDOR. DESCRIBE IN THE APPENDIX.		
8. PORTABLE INVENTORY DEVICE	Yes	No
8.1. THE PORTABLE INVENTORY DEVICE MUST BE ABLE TO SCAN SHELVES WITHOUT HAVING TO STOP AND/OR HANDLE EACH ITEM.		
8.2. THE PORTABLE INVENTORY DEVICE MUST FEATURE AN EASY-TO-USE, GENEROUSLY SIZED TOUCH SCREEN DISPLAY. DESCRIBE THE DISPLAY OF THE UNIT (INCLUDE SCREEN SHOTS) IN THE APPENDIX.		
8.3. THE PORTABLE INVENTORY DEVICE MUST INCORPORATE AN ERGONOMIC DESIGN, TO AID USER IN READING SHELVES AT ALL LEVELS, BE EASY TO USE AND BE RELATIVELY NON- STRESSFUL TO WRIST, ARM, SHOULDER, AND ELBOW. DESCRIBE THE UNIT INCLUDING HOW IT IS CARRIED (OR WORN) AND HOW MUCH IT WEIGHS IN THE APPENDIX...		
8.4. THE BATTERY LIFE OF THE PORTABLE INVENTORY DEVICE MUST ALLOW THE USER TO WORK FOR SEVERAL HOURS BEFORE CHARGING OR CHANGING BATTERIES IS REQUIRED. STATE NUMBER OF HOURS OF OPERATION BEFORE RECHARGING IS REQUIRED AND THE CHARGING TIME REQUIRED TO FULLY CHARGE IN THE APPENDIX.		
8.5. THE PORTABLE INVENTORY DEVICE MUST BE CAPABLE OF READING NO FEWER THAN TEN ITEMS OF A THICKNESS OF 1/8" THICK OR MORE PER SECOND WITH 99% ACCURACY.		
8.6. THE PORTABLE INVENTORY DEVICE MUST HAVE THE CAPACITY TO READ MULTI- LINE, FIXED-LENGTH-FIELD, OR DELIMITED-FIELD RECORDS FROM AN ELECTRONIC FILE CONTAINING SHELF OR SEARCH LISTS EXPORTED FROM THE ILS FOR USE IN A PORTABLE HANDHELD RFID READER. DESCRIBE IN THE APPENDIX.		

8.7. THE PORTABLE INVENTORY DEVICE MUST ACCOMMODATE DATA COLLECTION SIMULTANEOUSLY WITH OTHER FUNCTIONS. DESCRIBE IN THE APPENDIX.		
8.8. THE PORTABLE INVENTORY DEVICE MUST DIRECT THE USER TO ITEMS ON “PULL” LISTS AND PROVIDE A METHOD TO KEEP TRACK OF WHICH ITEMS HAVE BEEN FOUND AND WHICH HAVE NOT BEEN FOUND.		
8.9. THE PORTABLE INVENTORY DEVICE MUST ACCOMMODATE DATA COLLECTION OF UP TO ONE MILLION ITEMS TO COLLECT AND STORE IDENTIFIERS OF ITEMS SCANNED AND STORE THOSE ITEMS IN USER-DEFINED CATEGORIES FOR UPLOAD. DESCRIBE OPTIONS FOR CATEGORIES UPLOADING TO ILS OR OTHER SYSTEMS (E.G. SPREADSHEET) IN THE APPENDIX.		
8.10. THE PORTABLE INVENTORY DEVICE MUST BE ABLE TO SAVE DATA ABOUT FOUND ITEMS AND EASILY UPLOAD THE DATA INTO THE HORIZON INVENTORY MODULE. DESCRIBE IN THE APPENDIX.		
8.11. THE PORTABLE INVENTORY DEVICE MUST PROVIDE AN EASY WAY TO UPLOAD INFORMATION TO THE LIBRARY’S COLLECTION MANAGEMENT MODULE.		
8.12. THE PORTABLE INVENTORY DEVICE MUST ASSIST A USER WITH SORTING ITEMS ON A SHELF OR CART. DESCRIBE IN THE APPENDIX.		
8.13. THE PORTABLE INVENTORY DEVICE MUST ASSIST A USER WITH ITEM SEARCHES. DESCRIBE IN THE APPENDIX.		
8.14. THE PORTABLE INVENTORY DEVICE MUST IDENTIFY ITEMS ON MULTIPLE USER- DEFINED SEARCH LISTS (E.G. MISSING, CLAIMS RETURNED, BILLED, LOST AND PAID, WEED LISTS, PULL LISTS, INVENTORY).		
8.15. THE SEARCH CAPABILITY MUST BE ACTIVE DURING DATA COLLECTION, SORTING, PULLING, AND FINDING FUNCTIONS, WITH OPTION TO TURN IT OFF IF DESIRED.		
8.16. THE PORTABLE INVENTORY DEVICE MUST ALLOW A USER TO IDENTIFY INDIVIDUAL ITEMS THAT HAVE NOT BEEN PROPERLY CHECKED IN ON LIBRARY CARTS OR SHELVES.		
8.17. THE PORTABLE INVENTORY DEVICE MUST VALIDATE ITEM IDENTIFIER (BAR CODE) DATA FROM INPUT LISTS AND PROVIDE A LOG OF ERRORS FOUND.		
8.18. THE PORTABLE INVENTORY DEVICE MUST CREATE FILES CONTAINING LISTS OF COLLECTED DATA, LISTS OF ITEMS PULLED, AND LISTS OF ITEMS NOT PULLED. DESCRIBE OPTIONS FOR UPLOADING THESE FILES INCLUDING WIRELESSLY OVER THE LIBRARY’S WI-FI NETWORK, BLUETOOTH, MEMORY CARD, ETC.		
8.19. THE PORTABLE INVENTORY DEVICE MUST HAVE AN AUDIBLE TONE AND VISIBLE INDICATORS TO VERIFY ITEM HAS BEEN IDENTIFIED. THE AUDIBLE TONES SHALL BE OPTIONAL AND VOLUME ADJUSTABLE BY THE USER.		

8.20. THE PORTABLE INVENTORY DEVICE MUST HAVE BUILT-IN DIAGNOSTICS FOR TROUBLESHOOTING. DESCRIBE IN THE APPENDIX.		
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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.

8. System Pricing Year One & Year Two

Proposal responses should include detailed pricing information. Vendor shall supply amount needed, unit prices, and extended prices for the proposed solution, including all hardware, software, installation, shipping, and training. Provide pricing for any proposed options that have been included in the response as well. Both Per Unit Price and Extended Price should include all discounted prices. Discounts should not be listed separately or as total system discounts.

Shipping and any applicable taxes should be listed separately. Prices must be guaranteed for 120 days following proposal due date.

Please complete the table below with pricing information. Prices shall be F.O.B. Destination, and include training, installation, and any other items necessary for complete system operation.

BID FORM

Item Description	Approximate Quantity	Unit Price	Subtotal
RFID Book Tags	310,000		
RFID Full Coverage CD/DVD Tags	35,000		
RFID Antenna with Reader for Workstations	15		
Portable Shelf Inventory Device	1		
Self-Check Station with RFID Antenna and Thermal Receipt Printer	8		
Self-Check Station Installation at the below locations	8		
Staff training at the Below locations	8		
TOTAL			

Locations:

- Asheboro Public Library (Headquarters), 201 Worth Street, Asheboro, NC 27203
- Archdale Public Library, 10433 South Main Street, Archdale, NC 27263
- Franklinville Public Library, 111 Sumner Place, Franklinville, NC 27248
- Liberty Public Library, 239 South Fayetteville Street, Liberty, NC 27298
- Ramseur Public Library, 1512 South main Street, Ramseur, NC 27316
- Randleman Public Library, 142 West Academy Street, Randleman, NC 27317
- Seagrove Public Library, 530 Old Plank Road, Seagrove, NC 27317

BID SIGNATURE PAGE

Contractor's Signature

Date

Printed Name

Name of Firm

Federal Tax ID: _____

Phone # _____

Fax # _____

Mailing Address

Email: _____

City/State/Zip Code

Remainder of page left intentionally blank

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.

[Remainder of Page Intentionally Left Blank]

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

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)