

# **REQUEST FOR FORMAL BID**

## ***MOBILE LIBRARY***

*For*

*Iredell County Public Library*

*201 N. Tradd Street, Statesville, NC 28677*

**BID #24-652-FPGF-01**

**DEADLINE FOR SUBMITTING BIDS**

**3:00 PM, Wednesday, November 1, 2023**

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**BIDDING, CONTRACT, QUESTIONS & SUBMISSION**

*~Contact~*

**Mrs. Antonia Stines, CLGPO**

Purchasing Officer

200 S. Center Street, Statesville,

NC 28677

704-878-5043

# CONTENTS

- A. INTRODUCTION**
- B. GENERAL BID & DOCUMENT REQUIREMENTS**
- C. GENERAL CONTRACT TERMS AND CONDITIONS**
- D. MINIMUM INSURANCE REQUIREMENTS**
- E. FEDERAL TERMS AND CONDITIONS**
- F. TECHNICAL SPECIFICATONS, ETC**
- G. BID SHEET AND CONTRACT TERMS ACCEPTANCE FORM**

## **A. INTRODUCTION**

Iredell County intends to award a purchase contract to a single vendor for the purchase of a Mobile Library, for Iredell County Public Library. The unit is to be delivered to Iredell County Vehicle Services located at 211 West Sharpe Street, Statesville, NC 28677. Bids shall include delivery FOB destination off loaded at site if not driven to site. All submitted bids must follow the specifications and requirements set forth in this document.

Iredell County intends to award to the lowest responsive, responsible bidder that provides the bid most advantageous to the County, taking into consideration quality, performance and timing for delivery. Iredell County reserves the right to accept or reject any or all bids and to award in the best interest of the County.

Formal written bids, subject to the conditions made a part hereof, will be received at this office through and until **3:00 PM, Wednesday, November 1, 2023**, where they will be opened publicly, for furnishing and delivering the commodity as described herein. Bids may be submitted by mail or other delivery method excluding electronic submissions.

All questions regarding this RFB must be submitted in writing no later than, **2:00 PM, Friday, October 20, 2023** by email to:

Antonia Stines, CLGPO  
Purchasing Officer  
[antonia.stines@co.iredell.nc.us](mailto:antonia.stines@co.iredell.nc.us)  
Phone 704-878-5043

**Responses to all questions received will be made in writing and sent to all known bid holders by addendum and posted at Iredell County's bid site at : <https://www.iredellcountync.gov/481/Current-Bids-RFPs>**

After project award, the lead agency for procurement oversight will be the Iredell County Library.

Julianne Moore  
704-878-3092  
Library Director

## **SCHEDULE OF EVENTS:**

|            |  |
|------------|--|
| 10/07/2023 | Bid Release                                      |
| 10/20/2023 | Friday, 2:00 PM, Last day to submit questions    |
| 11/01/2023 | Wednesday, 3:00 PM, Deadline for submitting Bids |

## B. GENERAL BID & DOCUMENT REQUIREMENTS

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection. Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, etc., at the time of submission. Iredell County reserves the right to request required information or clarification after bid opening, however the lack thereof may subject a bid to rejection.

It is the responsibility of all respondents to contact Iredell County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.

1. The bidder and/or bidders to whom the contract is awarded must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended and as appropriate, which govern bidding procedures for government construction projects in North Carolina.
2. Bids submitted in response to this request will be governed by N.C. General Statute, Iredell County Purchasing Ordinance and the general provisions outlined in this request.
3. Iredell County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.
4. Iredell County encourages participation by all businesses that fall into any of the following categories. Please indicate below if your company falls into any of the following categories: Minority Owned Business; Disabled Owned Business; Woman Owned Business; Disabled Business Enterprise; Non Profit Work Center
5. Iredell County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Iredell County reserves the right to take exception to or waive any item in the bid.
6. **BID AND CONTRACT: Please Read Carefully:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Iredell County's terms and conditions, including here by reference Iredell County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Iredell County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals *may* be considered during the bid review process but will remain subject to rejection at the sole discretion of Iredell County in favor of any bid containing conditions more favorable to the County. Iredell County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. **Regardless**, proposals taking total exception to Iredell County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Iredell County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
7. **Bid Submissions, Bid Evaluation and Contract Award:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. When appropriate, product specifications will be used to evaluate product offered, installation, services, etc. All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. In making a determination of responsibility, Iredell County may use criteria such as:
  - **Compliance with bid package requirement**
  - **References**
  - **Time of Delivery**
  - **Etc.**

8. All bid proposals must be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include or cover the following elements:
1. **Cover Letter or Cover Sheet identifying Contractor**
  2. **Signed Bid Proposal and Terms Acceptance Sheet**
  3. **Complete Breakdown of cost**
  4. **General Product Specifications Sheet**
  5. **List of references for orders of similar size, scope and specification.**
  6. **Filled out and Signed E-Verify Certification**
  7. **Filled out and Signed Iran Divestment Act**
  8. **Filled out and Signed Byrd Anti-Lobbying Certification**
9. Bid Proposal Sheets should clearly present the following information:
- a. Project Name: **Iredell County – Mobile Library Unit: Bid #24-652-FPGF-01**
  - b. Delivery Schedule: Show Number of weeks following receipt of approved purchase order and approved submittals. \*Delivery period will be a consideration for award.
  - c. **Proposal Page must be signed by an individual authorized by the contractor to bind the company to a contract and must clearly show the individual’s title, company name and date.**
10. All bids must be accompanied by the vendor’s proposed start and completions schedule or timeline and other pertinent project data.
11. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
12. **DELIVERY OF BIDS:** Electronically transmitted bids **will not** be accepted. **SEALED BID PROCESS**

To be considered, bid submitted by mail, proposals should include One (1) originally signed and complete bid proposal in 8-1/2 x 11 inch format, stapled once, **and** One (1) copy of the originally signed and complete bid proposal in the same format **or** an copy on USB device.

**MAILING INSTRUCTIONS:**

**US POSTAL SERVICE:** Address bid envelope as shown below and mail in time to reach Purchasing Officer by deadline. Enclose the fully executed original bid document in the mailing envelope. Address envelope as shown below.

**UPS, FEDEX, DHL or other carrier:** Place the bid inside the carrier’s envelope and address as below.

**HAND DELIVERY OR COURIER:** Bids, addressed with either of the provided addresses, may be hand-delivered directly to the Purchasing Division no later than 4:00 PM on the due date for bids. Arrive with plenty of time to have your bid stamped in before deadline.

In all cases and regardless of delivery method, delivery of bids to Iredell County Purchasing by the specified due date and time are the sole responsibility of the bidder. Bids not in the hands of the Purchasing Officer prior to the expiration date and time, regardless of reason, **will be rejected.**

| <b><u>DELIVERED BY US POSTAL SERVICE</u></b>   | <b><u>DELIVERED BY ANY OTHER MEANS</u></b>   |
|--|--|
| <b><u>BID# 24-652-FPGF-01 – Mobile Library</u></b><br><b><u>Iredell County</u></b><br><b><u>Attn: Antonia Stines, Purchasing Officer</u></b><br><b><u>P. O. Box 788</u></b><br><b><u>Statesville, NC 28687</u></b> | <b><u>BID# 24-652-FPGF-01 – Mobile Library</u></b><br><b><u>Iredell County</u></b><br><b><u>Attn: Antonia Stines, Purchasing Officer</u></b><br><b><u>200 South Center Street</u></b><br><b><u>Statesville, NC 28677</u></b> |

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for **3:00 PM Wednesday, November 1, 2023.**

PROMPT DELIVERY OF BIDS TO IREDELL COUNTY IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.

13. Iredell County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Iredell County to award a contract to a bidder.
14. Upon award, this document becomes the contract document for the noted project. In case of default of an awarded contractor, Iredell County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
15. **PAYMENT:** In lieu of bid and performance bonds, **full payment will be made by check within thirty-days after procurement completion and final inspection and notification of acceptance is given to the Purchasing Officer by the County's Project Lead.** Once proof of acceptance is received, the Iredell County Purchasing Officer or other authorized County staff will code, sign and process an original invoice for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
16. **TAXES:** It is Iredell County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Iredell County property taxes. In the event the lowest, responsive bidder is found delinquent, Iredell County reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
17. Iredell County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Iredell County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.
18. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this bid shall override all other terms and conditions, regardless of form or delivery.
19. **BID WITHDRAWAL OR CORRECTION:** Bids may be withdrawn at any time prior to the deadline time. No bid may be withdrawn once the deadline for submitting bids has passed. A vendor may, within 72 hours of bid opening, in writing request their bid be withdrawn. Requests for withdrawal will be considered according to NC General Statute governing bidding and must, at a minimum, include substantiation that a verifiable and substantial calculation error has been identified. Requests can't be granted for errors in judgment. No person who requests withdrawal may correct or change their bid or be awarded a contract, regardless of their standing in the bid tabulation.

## **C. GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT:** In case of default by the awarded contractor, Iredell County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Iredell County may immediately terminate for cause all existing contracts between Iredell County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier nor later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Iredell County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Iredell County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Iredell County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Iredell County may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Iredell County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

11. **GENERAL INDEMNITY:** The contractor shall hold and save Iredell County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that

the contractor is notified in writing within 30 days that Iredell County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Iredell County's agents who are involved in the delivery or processing of contractor goods to Iredell County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-Verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Therefore, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Iredell County, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor's, or its subcontractor's, compliance with Article 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

13. **IRAN Divestment Act (N.C.G.S. 147 Article 6E):** During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act ([S.L. 2015-118; SB455](#)) ("the Act") which prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Act requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Local governments and state agencies must require entities with which they contract to certify that the entity not included on the Final Divestment List. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed Bid in response to this solicitation indicates contractor's understanding of the requirements of this act and will serve as preliminary certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity included on

the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.  
The contractor under consideration for award of this contract will be required to submit a separate certification prior to such award.

14. **Divestment From Companies Boycotting Israel Act** (NC G.S. 147, Article 6G) prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

15. **TERMINATION:** Iredell County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

#### **D. MINIMUM INSURANCE REQUIREMENTS – Required for work completed on County Premises**

Iredell County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Iredell County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. Workers Compensation: **Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

Insurance requirements not needed for purchase of apparatus, supplies, materials and equipment.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents,



employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

### **RISK CONTROL**

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County. Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

### **E. FEDERAL CONTRACTING REQUIREMENTS**

**Awarded vendors should have a Unique Entity ID Number (obtain number only, registration with SAM.Gov not required) and can be obtained through SAM.Gov .**

**To access – [CLICK HERE](#)**

Federal Grant Contracting Requirements are incorporated into the Purchase Contract between the County and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Vendor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Vendor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This Section E identifies the federal requirements that *may* be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

The source of funds for this contract is federal funds, and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); David Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

### **Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Vendors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **Vendor Compliance**

The Vendor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **Conflict of Interest**

The Vendor must disclose in writing any potential conflict of interest to Iredell County or pass through entity in accordance with federal policy. \_

### **Mandatory Disclosures**

The Vendor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

### **Energy Conservation**

The Vendor and subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

### **Federal Water Pollution Control Act**

For contracts in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### **Clean Air Act**

For contracts in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Vendor agrees to report any violation to the County immediately upon discovery. The Vendor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Vendor must include this requirement in all subcontracts that exceed \$150,000.

The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Access to Records and Reports**

The Vendor must maintain an acceptable cost accounting system. The Vendor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Vendors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

### **No Obligation by Federal Government**

The County and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Vendor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Vendors failure to do so shall constitute a material breach of the contract.

### **Termination**

***Termination Without Cause.*** The County may immediately terminate this Agreement at any time without cause by giving written notice to the Vendor.

***Termination for Default by Either Party.*** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an

involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

***Additional Grounds for Default Termination by the County.*** By giving written notice to the Vendor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Vendor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Vendor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Vendor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

***Cancellation of Orders and Subcontracts.*** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Vendor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Vendor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

***No Effect on Taxes, Fees, Charges, or Reports.*** Any termination of the Agreement shall not relieve the Vendor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Vendor from any claim for damages previously accrued or then accruing against the Vendor.

***Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Vendor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Vendor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

***No Suspension.*** In the event that the County disputes in good faith an allegation of default by the Vendor, notwithstanding anything to the contrary in this Agreement, the Vendor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Vendor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

***Authority to Terminate.*** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

***Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Vendor necessary to evaluate Vendor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Vendor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Vendor shall be required to reimburse the County for the cost of the audit.

### **Remedies**

***Liquidated Damages:*** The County and the Vendor acknowledge and agree that the County may incur costs if the Vendor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Vendor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Vendor to meet such delivery times but shall not be the remedy for the cost to cover or other direct damages.

***Right to Cover:*** If the Vendor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Vendor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Vendor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Vendor, collect the difference from the Vendor.

***Right to Withhold Payment.*** If the Vendor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Vendor with respect to the services that are the subject of such breach until such breach has been fully cured.

***Specific Performance and Injunctive Relief.*** The Vendor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Vendor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Vendor hereby agrees that the County may seek an order granting specific performance of such obligations of the Vendor in a court of competent jurisdiction within the State of North Carolina. The Vendor further consents to the County seeking injunctive relief (including a

temporary restraining order) to assure performance in the event the Vendor breaches the Agreement in any material respect.

**Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

**Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **Debarment and Suspension**

A contract award (see C.R.F. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain 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 shall certify compliance.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Vendor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

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

A contract award (31 U.S.C. 1352), contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and 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.

### **Equal Employment Opportunity**

During the performance of this contract, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor 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, 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. The Vendor 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. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Vendor will furnish 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 his 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.
6. In the event of the Vendor'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 the Vendor 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, and such other sanctions as 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.
7. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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. The Vendor 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 a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

### **Davis-Bacon Requirements**

If applicable to this contract, the Vendor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

#### **1. *Minimum Wages.***



(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Vendor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Vendor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Vendor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Vendor does not make payments to a trustee or other third person, the Vendor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Vendor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Vendor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. *Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Vendor under this contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Vendor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Vendor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. *Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Vendors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Vendor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime Vendor is responsible for the submission of copies of payrolls by all subcontractors. Vendors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Vendor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Vendor to require a subcontractor to provide addresses and social security numbers to the prime Vendor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Vendor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Vendor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Vendor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Vendor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or sub-Vendor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. *Compliance with Copeland Act Requirements.***

The Vendor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**6. *Subcontracts.***

The Vendor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. *Contract Termination: Debarment.***

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Vendor and a subcontractor as provided in 29 CFR 5.12.

**8. *Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. *Disputes Concerning Labor Standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. *Certification of Eligibility.***

(i) By entering into this contract, the Vendor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

### **Copeland “Anti-Kickback” Act**

*Vendor.* The Vendor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Vendor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Vendor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

*Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractors with all of these contract clauses.

*Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Vendor and sub-Vendor as provided in 29 C.F.R. § 5.12.”

### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Vendor 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor 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 paragraph (1) of this section, in the sum of \$10 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 paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner 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 the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractors. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **Rights to Inventions Made Under a Contract or Agreement**

#### ***Patent and Rights in Data***

#### **CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Vendor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Vendor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Vendor using Federal assistance in whole or in part. When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Vendor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to

adaptations of automatic data processing equipment or programs for the Purchaser or Vendor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Vendor agree to indemnify, save, and hold harmless the Federal 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 the Purchaser or Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Vendor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Vendor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Vendor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Vendor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Vendor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Vendor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Vendor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Vendor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Vendor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Vendor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Vendor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### **Procurement of Recovered Materials**

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use



products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

**Safeguarding Personal Identifiable Information:**

Vendor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

**DHS Seal, Logo, and Flags**

The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

## F. TECHNICAL SPECIFICATIONS ETC.

### Iredell County Public Library for Mobile Library Unit

#### Section 1 – Purpose and Scope

Iredell County Public Library received a LSTA grant to procure a mobile library vehicle unit that will delivery outreach services and materials to daycare centers, afterschool programs, assisted living and senior centers, and will serve as a mobile hotspot, providing digital information and instruction on technological literacy to patrons who cannot take advantage of traditional in-library services. Time of delivery will be a deciding factor due to grant expenditure and delivery timeline requirements.

The purpose of this document is to define the minimum operational performance standards and equipment required for the Mobile Library Vehicle Unit. Compliance with this document is a means of assuring that the vehicle is to perform its intended function(s) satisfactorily under all conditions normally encountered in operations.

Delivery of vehicle is FOB Destination to Iredell County Vehicles Services, Attn: Michael Heindl, 211 West Sharpe Street, Statesville, NC 28677. Vehicle shall be fully serviced, inspections completed for operation at time of delivery. Iredell County is responsible for processing application for title and tag. All paperwork, to include original invoice, certificate of origin, odometer statement, damage disclosure, etc., shall be made out to Iredell County, 200 South Center Street, Statesville, NC 28677 and shall be delivered with the vehicle.

Iredell County pays Original Invoices at the next available scheduled check-write after a complete delivery has been made and approved. A delivery is considered complete when the vehicle meets all specifications contained herein, all paperwork for titling and tagging vehicle has been received by the Purchasing Officer and complete shop manuals have been delivered. Iredell County will not issue payment for vehicles that are not delivered complete. Iredell County reserves the right to accept or reject any or all bids, reserves the right to waive any formalities and will award in the best interest of the County.

A Bumper to Bumper Vehicle Inspection will be completed at time of delivery for compliance of a completed deliverable product according to specification and without defect. Any issues must be resolved with the Project Lead, Julianne Moore and/or Vehicle Services Director, Michael Heindl. The Company shall correct defects that may occur as the result of faulty materials or workmanship, or otherwise nonconforming work, within **30 days or sooner** after notification by Iredell County, at no additional cost to Iredell County.

Section 1 information needed to understand the intended rationale for the vehicle's operational performance and equipment requirements.

Section 2 the minimum performance standards required for the vehicle's chassis. These standards specify the required performance under normal environmental conditions.

Section 3 vehicle conversion specification and accessory equipment requirements. Operational equipment characteristics to be defined as well as conditions that is to assure the equipment user that operations can be conducted safely and reliably in the expected operational environment.

Section 4 outlines the warranty. Additional warranty features are to be included if warranty deviations or enhancements are included.

Section 5 optional equipment list.

Section 6 concept drawings to convey configuration looking for in the mobile library unit. Configuration concept drawings must be included with your submitted bid.

\*\*\* Any items that are listed with a brand name or specific model number are for use of standardization only and are in no way meant to exclude companies from bidding other equipment that is equivalent or exceeds performance and functionality. Bid must include specification sheets and vehicle drawings \*\*\*

## **Section 2 – Minimum Performance Standards**

2023 or 2024 Ford, Transit-350 Cargo RWD High Roof HD Ext. Van 148” WB DRW, or equivalent approved equal  
You may bid both model years, Iredell County will include evaluation of bid based on **time of delivery as a deciding factor.**

### **Basic Vehicle Dimensions and Specifications**

Exterior length: 263.9”  
Exterior width: 81.3”  
Exterior height: 110.1”  
Wheelbase: 148”  
Front track: 68.5”  
Rear track: 65.7”  
Turning radius: 23.9’

### **Equipment**

Powertrain  
275hp 3.5L DOHC  
V-6 engine with Ti-VCT variable valve control  
gasoline direct injection  
Recommended fuel: regular unleaded  
ULEV II  
10 speed automatic transmission with overdrive  
Rear-wheel drive

### **Suspension/Handling**

Front independent strut suspension with anti-roll bar, HD shocks Rear  
rigid axle leaf spring suspension with HD shocks  
Hydraulic power-assist rack-pinion Steering Front  
and rear 16 x 6 argent steel wheels LT195/75SR16  
CBSW AS front and rear tires Dual rear wheels

### **Body Exterior**

Driver and passenger power remote, manual folding door mirrors Black  
bumpers  
Front and rear 16 x 6 wheels

### **Convenience**

Manual air conditioning  
Power front windows Driver  
1-touch down  
Remote power door locks with 2 stage unlock and illuminated entry  
Manual tilt steering wheel  
Manual telescopic steering wheel  
Day-night rearview  
Upfitter Switches

## **Section 3 – Conversion Specifications**

### **AUDIO RADIO/PA SYSTEM**

One (1) Radio/PA should be installed at the wire entry, vehicle control panel.

- Two (2) interior speakers should be installed and wired to Radio/PA
- Two (2) exterior speakers should be installed and wired to the radio/PA System
- Two (2) microphones provided

### **AWNING**

Awning installed on the passenger side of the unit. Fabric should be standard gray/black

### **CABINETRY - FINISH**

All interior cabinetry should be finished using a UV wood acrylate finish cured with Ultra Violet light – one scaler coat plus one topcoat, both cured to total dry thickness of .8 – 1.0 mil. Finish should be contain 0% formaldehyde content, 0% VOC emissions, and exceed AWI, NKB, and ANSI standards with a 30%-40% reflection level.

### **CABINETRY – CONSTRUCTION**

The use of particle board or MDF for cabinetry and walls is unacceptable. (NO EXCEPTIONS) Additionally all wood products must be completely Formaldehyde-Free, non-toxic, LEED and CARB compliant. (NO EXCEPTIONS) A copy of the OSHA 8-h, PEL for Workplace from an independent testing agency proving compliance must be provided with the bid.

All interior cabinets should be constructed using cabinet grade, hardwood veneer plywood. Plywood should be constructed using cross-grain and long-grain Poplar and Fir core layers, sanded to ensure maximum smoothness.

Interior cabinetry **must** be constructed from pre-engineered components produced by a CNC router, with accuracy to design of +/- .002". Component design files must be kept by the vendor for a minimum of 15 years to allow for identical field replacement should such become necessary. (NO EXCEPTIONS)

All exposed edges should have a 3mm, hardened PVC edge band applied to ensure durability and superior aesthetical qualities. Banding should be applied using AD-20, EVA Ethylene – Vinyl acetate based adhesive and using only machinery. Laminate edge banding will not be considered.

Storage cabinets will be constructed according to final floorplan.

Side-Swing Doors: All side-swing door assemblies must feature all metal, nickel plated hinge, with 110° opening angle and three-dimensional adjustment capability. Doors should be gradual self-closing, adjusted to operate smoothly and gradually.

Upper Doors: Shall feature easy lift-up and silent self-closing door hardware, tool-less lever arms and doors capable of snapping into place and featuring three-dimensional cam adjustments for precise positioning and tension settings.

### **CEILING**

Smooth FRP Ceiling installed.

### **DOORS**

Patron Door: Provide dual panel passenger/patron side door with step well, full-height glass, electric powered, outward opening, 38" x 80". Provide manual emergency release and all operational switches for the door to be operational from outside as well as inside, a master dash switch will be provided to disable the exterior switch. Provide a step well for lower entry surface with rubber step treads.

### **DELIVERY AND TRAINING**

A trained driver shall deliver the vehicle. Representative will train staff on vehicle, bumper to bumper. Staff

members shall be trained to operate every component on the unit.

### **ELECTRICAL SYSTEM**

AC Electrical System: Shall be a 120/240 VAC system rated for anticipated conversion load. System shall include 125A rated distribution panel configured with UL listed type magnetic/hydraulic circuit breakers.

System should be wired using UL approved, tinned copper multi-stranded boat cable. All wiring shall be color-coded: black=hot, white=neutral and green=ground. Additionally, wiring shall be labeled with machine generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations.

Wiring shall be supported on 20" to 24" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care should be taken to prevent chafing, abrasion, and exposure to high heat. Wiring run in external areas should be encased in conduit to further protect against damage.

A 4.5kw PTO generator will be installed utilizing an additional alternator connected to the vehicle engine. This will provide 120vAC power to the distribution panel, while the vehicle engine is running.

- One (1) USB/duplex receptacle should be installed underneath the front desk
- Two (2) Duplex 120v receptacles should be installed
  - One (1) provided for the IT cabinet
  - One (1) shall be installed at the rear of the unit
- One (1) Exterior GFCI Duplex 120v receptacle should be installed

DC Electrical System:

Shall be a 12VDC negative ground system rated for anticipated conversion load. System shall include distribution panel(s) using Type 1 automatic reset circuit breakers unless connected component manufacturers specifications require other.

All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points.

Wiring Requirements: All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap.

All added wiring for 12VDC load runs shall be AWG 8, 10, 12, and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer. All added wiring shall be supported on 20"-24" centers and bundles shall be tied with trimmed nylon ties.

Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convuluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years.

### **FLOOR COVERING INSTALLATION**

Floor selection to be a Commercial-grade Vinyl floor covering. Carpet will be installed on wheel wells and will be standard grey or black.

## **FLOORPLAN**

Custom floor plan designed and engineered using Computer Aided Drafting (CAD) technology. Floor plan will be provided on Size B paper and designed in 3/8" scale. (D size 1/2" scale also available).

## **GRAPHICS, FULL WRAP –Graphics branding and color choices will be created with awarded vendor**

A full coverage vinyl graphics package to include all sides, front and back shall be covered with graphics and lettering. Graphics will be 3M-vinyl wrap package and will cover all windows with a perforated see-through vinyl. The front cab area windows cannot be covered due to DOT regulations. The roof is not covered and shall remain OEM color.

## **HVAC**

Air Conditioning:

One (1) 13,500 BTU roof mounted Coleman air conditioner, 110 volts. Roof sections shall be reinforced where air conditioner is to be mounted. A remote thermostat shall be installed to control AC Units.

Heaters:

One (1) 1,500-watt electric fan forced air heaters shall be installed with internal thermostat control, location to be determined during the preconstruction process.

## **INSULATION**

Ceiling, sides and rear panels shall be insulated with custom fit insulation kit. It is manufactured 100% of backside surface adhesive not strips, for ease of installation without the mess and fuss of spray adhesives. Overall thickness is 3/8" +/- consisting of 2 closed cell sections laminated to an aluminum center foil to maintain shape and van skin contour. It has an R-value rating of 38-R at ambient external temperature of 80F. Reduces road noise, reduces exhaust harmonic, stops body panel vibration, eliminates mechanical noise, stops audio system vibration, and reduces radian and reflective heat.

## **INTERIOR LAYOUT**

The interior will be laid out according to final floor plan and will include the following:

- Wire Entry, Vehicle Control panel with ventilated storage cabinet below for I.T.
  - One (1) adjustable shelf installed
- One (1) staff desk shall be installed behind the driver's seat and include the following
  - One (1) upper cabinet
  - One (1) drawer below desk
  - Swivel drivers' seat
- ACORE® Shelving installed
  - An aluminum shelving system shall be supplied and installed. Shelving components shall be powder coated after assembly where possible using coatings containing no lead or lead products. All components shall be constructed from superior grade lightweight materials and be built to withstand the unique stresses imposed by a mobile environment. All shelving running along the sidewalls of the vehicle shall tilt back 15 degrees.
  - Sixteen (16) 7" Acore shelves shall be installed
  - Two (2) 9" deep Acore shelves shall be installed
  - Five (5) book carts with wall securements will be installed throughout the interior. The book carts located at the interior wheel well will include a longer arm bracket to latch in the book cart.

## **LIFTGATE**

One (1) exterior mounted Tommy Gate Cantilever Series liftgate installed.

## **LIGHTING, INTERIOR**

12-volt 6" LED light fixtures shall be installed throughout vehicle.

## **LIGHTING, EXTERIOR**

One (1) LED scene lights shall be installed on the passenger side

## **PAINT**

Vehicle comes with factory color base white.

## **SAFETY/SECURITY**

One (1) carbon monoxide detector  
One (1) smoke detector  
One (1) 5 lb. fire extinguisher  
One (1) first aid kit  
One (1) set of triangle flares  
Audible alarm system with door sensors

## **SHORELINE CORD**

30-amp heavy-duty rubber covered 120-volt, 25ft. shoreline cord with Twistlock inlet. Shorecord inlet is to be located on the rear driver's side of the mobile unit. An interior shorecord hook is to be included.

## **WALLS**

Natural Wood Finished walls installed, maple or oak.

## **WIFI CONNECTIVITY PACKAGE**

The following wireless equipment (or approved equal) will be installed according to final floorplan:

Wi-Fi:

- Peplink MAX BR1 Pro 5G modem/router (single cellular modem)
- Wilson 556249 Signal 4G Repeater Kit (Weboost)
- Parsec "Border Collie" cellular/WIFI roof mounted antenna

## **Section 4 - Warranty**

All vehicle warranties shall be passed down to new owners and must be assigned to Iredell County, 200 South Center Street, Statesville, NC 28677. Submit with bid proposal warranties for bumper to bumper, powertrain and all factory warranties.

In addition the company is to provide warranties as follows on configuration:

One (1) year against defects in materials and workmanship.

Five (5) years of fabricated parts and paint of the unit against defects in material and workmanship.

Two (2) years for the electrical system of the unit against defects in materials and workmanship.

OEM warranties is to be provided by the OEM in Iredell County's name.

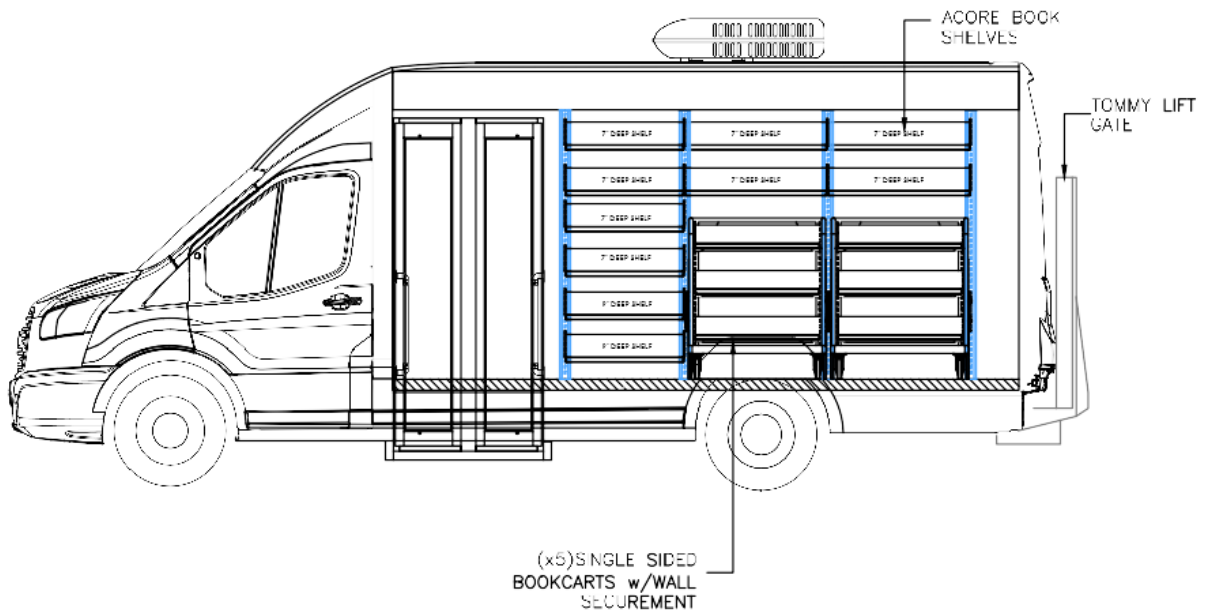
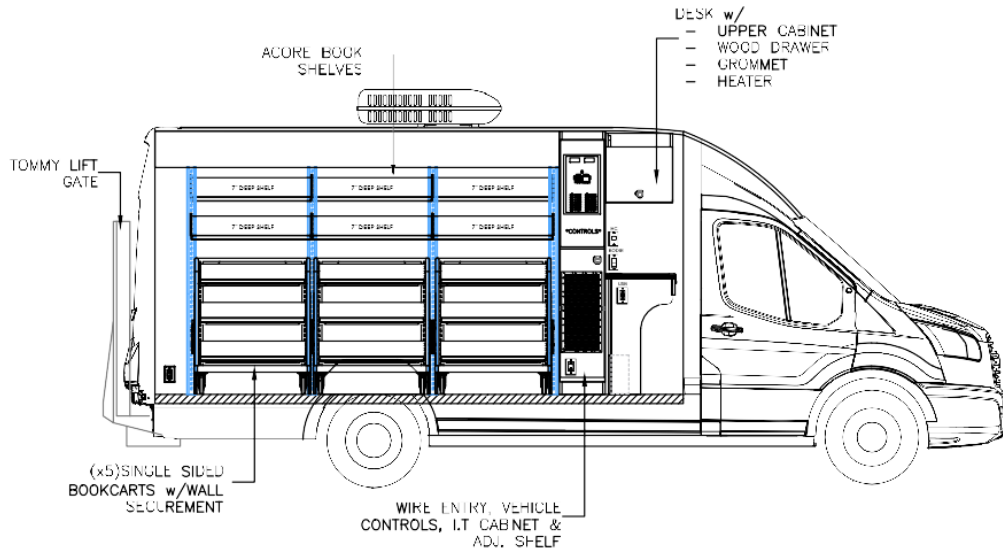
**Any deviations to these must be submitted with the bid proposal and outlined.**

**Note: taking exception will be evaluated for responsiveness.**

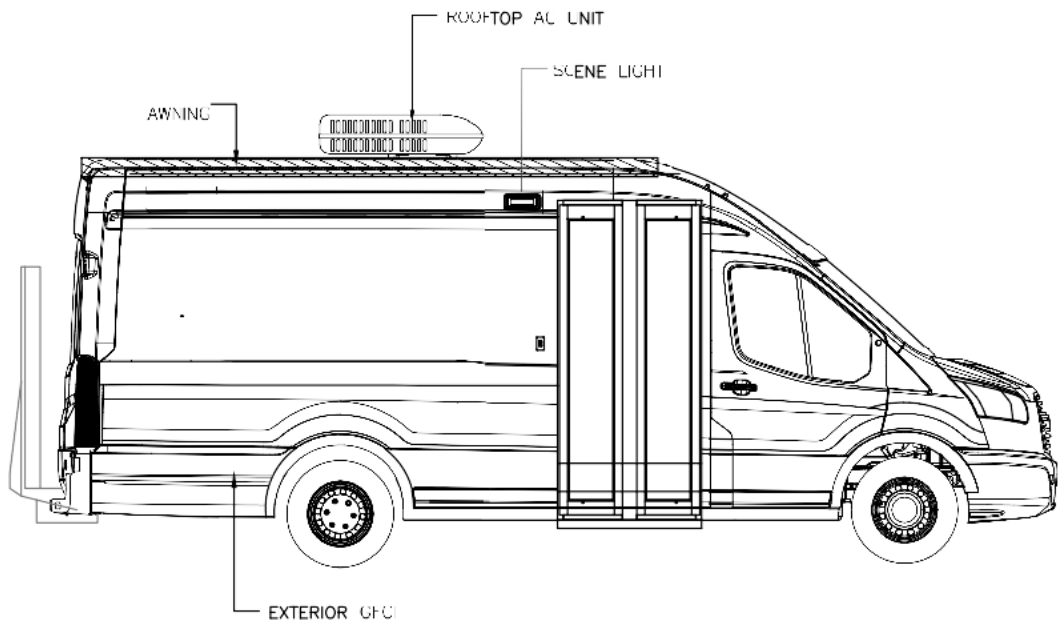
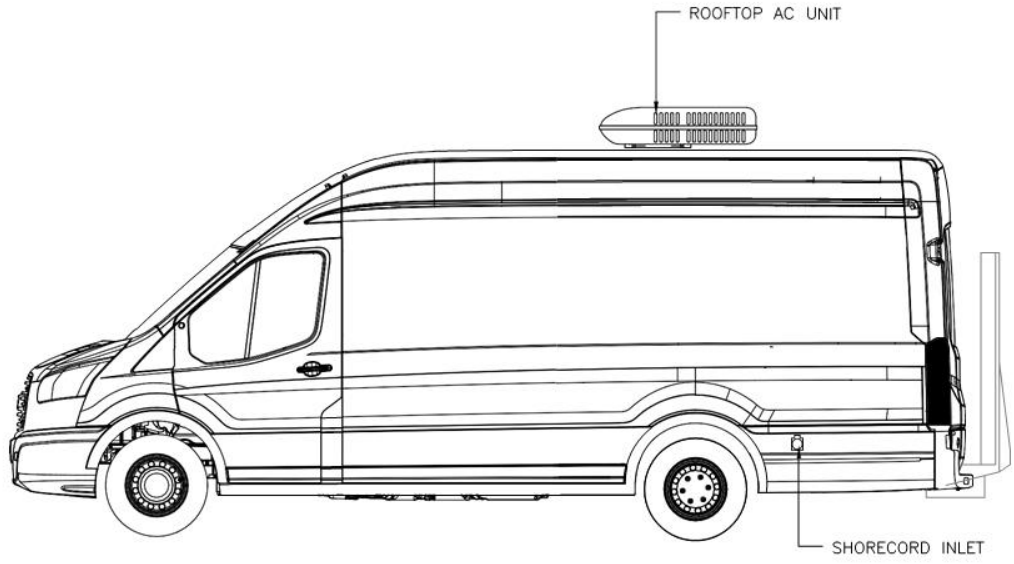
## **Section 5 – Optional List – Book Carts**

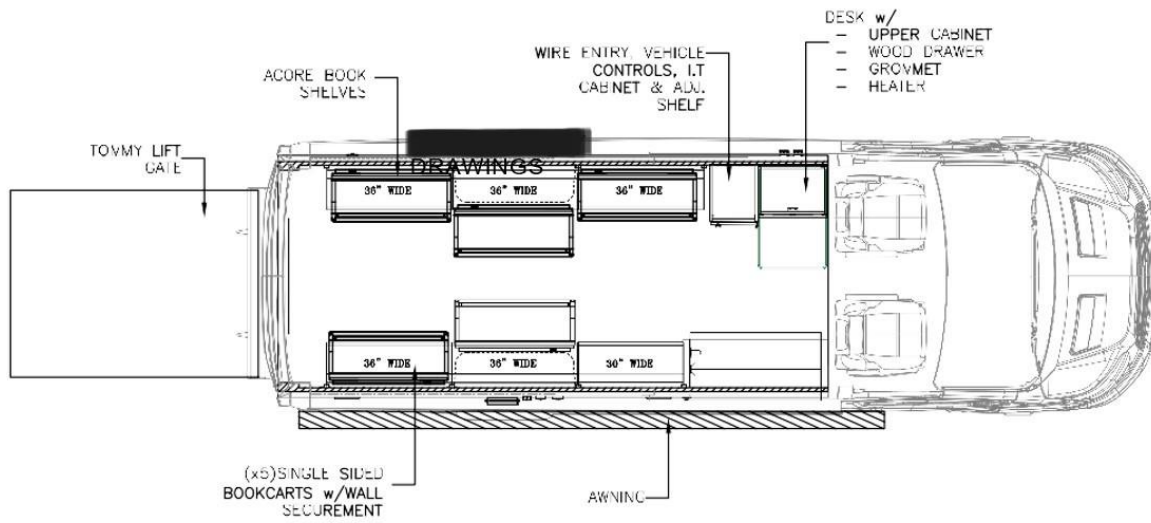
Four (4) ACORE Wall Hugger Booktrucks, single sided book carts to be shipped loose with the vehicle. These will be used to swap out collections and stored at home base. No button tracks in floor included.

**Section 6 – Concept Drawings**









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**G. BID SHEET & CONTRACT TERMS ACCEPTANCE FORM**  
**PUBLIC LIBRARY – MOBILE LIBRARY UNIT**  
**Bid # 24-652-FPGF-01**

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

**OFFER**

- A. This offer shall be open to acceptance and is irrevocable for a minimum of **Ninety Days** from the bid closing date.
- B. Having examined the Place of Work and all matters referred to in the Bid/Contract Documents prepared by Iredell County for the above mentioned purchase, we, the undersigned, hereby offer to provide a complete Bid in the Sum of:

**BID 2023 \$** **U.S. Dollars Each**

**BID 2024 \$** **U.S. Dollars Each**

- C. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

- D. If this Bid is accepted, we will deliver product in \_\_\_\_\_ calendar days from Notice to Proceed.

**Terms & Conditions Acceptance:** By signing below, the individual accepts and verifies:

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) Understanding & acceptance of all terms and conditions contained within this solicitation and agreement that this solicitation, its terms and conditions, become the entire contract to which Iredell County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery, including requirements to establish a credit account.
- c) That it, and any subcontractor used in performance of this contract is in compliance with the E-Verify provisions contained in Article 2 of NC G.S. 64.
- d) That this offer is not a “sham” offer and is made without collusion.
- e) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

\_\_\_\_\_  
Printed Name of Authorized Individual Signature

\_\_\_\_\_  
Title Phone Date

MUST BE FILLED OUT AND RETURNED WITH BID

E-VERIFY CERTIFICATION

I, \_\_\_\_\_ (the individual signing below), being duly authorized by and on behalf of \_\_\_\_\_ (the Company, Contractor or Vendor entity hereinafter "Employer") hereby certify the following:

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, 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 North Carolina 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.

---

Signature of Certifying Official

Date

---

Printed Name

Title

MUST BE FILLED OUT AND RETURNED WITH BID

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

# CERTIFICATIONS AND REPRESENTATIONS

## (GRANT FUNDS)

### 1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

**For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 on his or her behalf 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, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_