

**NEW HANOVER COUNTY**  
**REQUEST FOR PROPOSALS**  
**COVID-19 TESTING FOR NEW HANOVER COUNTY EMPLOYEES**

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**COUNTY COMMISSIONERS**

**JULIA OLSON-BOSEMAN, CHAIR**  
**DEB HAYS, VICE-CHAIR**  
**JONATHAN BARFIELD, JR.**  
**BILL RIVENBARK**  
**ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**

**NEW HANOVER COUNTY**  
**REQUEST FOR PROPOSALS**  
**COVID-19 TESTING FOR NEW HANOVER COUNTY EMPLOYEES**

New Hanover County is soliciting proposals from qualified firms to provide COVID-19 testing for employees of New Hanover County government organization that are unvaccinated against COVID-19. Currently, New Hanover County has approximately 2,000 employees.

Proposals addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “**RFP- COVID-19 Testing**” will be accepted until **5:00 PM EST., Monday, August 23, 2021.**

Proposals may also be emailed to: [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). Please include “**RFP- COVID-19 Testing**” in the subject line of your email submittal.

Complete instructions for submitting proposals may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids>.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the Award(s) which will be in the best interest of the County.

Released:      Monday, August 9, 2021

## Section 2 Instructions and General Conditions

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### 2.1 Schedule

Solicitation Task	Date
Release of Request For Proposals	August 9, 2021
Deadline for Initial Questions	August 13, 2021 by 5:00 PM
Response to All Questions Posted	August 16, 2021
Deadline for Receipt of Proposals	August 23, 2021 by 5:00 PM
Notification of Award	August 25, 2021

### 2.2 Preparation and Submission Proposal

Proposals addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “**RFP- COVID-19 Testing**” will be accepted until 5:00 PM EST., Monday, August 23, 2021. If submitting by mail, the Provider must also include an electronic copy of the proposal.

Proposals may also be emailed to: [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). Please include “**RFP- COVID-19 Testing**” in the subject line of your email submittal.

All prices and notations shall be written in ink or typed. Changes or corrections made in the proposal must be initialed by the individual signing the proposal.

**PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

### 2.3 Questions

Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com). All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Providers by issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, Friday, August 13, 2021.**

### 2.4 Communication

Providers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than Lena Butler, Purchasing Supervisor. Email [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or call 910-798-7190. If any Provider attempts any unauthorized communication, the proposal may be rejected.

## **2.5 Intent to Submit Proposal**

All Providers who intend to submit a proposal on this project should send an email to [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) including pertinent contact information. This will ensure that you receive all addenda issued for this RFP; if applicable.

## **2.6 Cost of Preparation of Response**

Costs incurred by prospective Providers in the preparation of the response to this Request for Proposals are the responsibility of the Provider and will not be reimbursed by the County.

## **2.7 Execution of Agreement**

The successful Provider will be required to enter into a formal agreement that is consistent with the proposal package outlined within. The successful Provider to whom the Contract is awarded by the County shall within 15 days after notice of award and receipt of Agreement forms from the County sign and deliver to the County all required copies of said Agreement. If the successful Provider fails to deliver the required documentation, the County reserves the right to enter into negotiations and award the contract to the next most qualified Provider.

## **2.8 Trade Secret Confidentiality**

**Proposals submitted shall not be subject to public inspection until a contract is awarded.**

According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates that is secret and requests that it be kept confidential. **Marking the entire proposal confidential may be grounds for rejection of proposal.**

## **2.9 Withdrawal of Proposals**

Providers may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

## **2.10 Equal Opportunity**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Provider agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for

which the employees or applicant is qualified. The Provider agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

## **2.11 Indemnity**

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

## 2.12 Certificate of Authority

**Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State.** *See* G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

## 2.13 Insurance

Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

### **Minimum Scope and Limits of Insurance**

#### **2.13.1 Commercial General Liability (CGL)**

2.13.1.1 Contractor shall maintain CGL and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

2.13.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.13.1.3 County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20-10 and CG 20-37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the contractor, premises owned, leased or used by the contractor, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.
- 2.13.1.4 The statutes of County as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented to County.
- 2.13.1.5 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of Coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
- 2.13.1.6 The Contractors CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

### **2.13.2 Workers Compensation and Employers Liability Insurance.**

- 2.13.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.
- 2.13.2.2 The Employer's Liability; and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,00,000 each accident for bodily injury by accident, \$1,00,000 each employee for bodily injury by disease, and \$1,00,000 policy limit.

2.13.2.3 The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by the Contractor for County.

### **2.13.3 Business Auto Liability.**

2.13.3.1 Contractor shall maintain Business Auto Liability; and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

2.13.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

2.13.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

### **2.13.4 Cyber Liability**

Bidder shall maintain cyber liability insurance in the amount of \$1,000,000 each occurrence and insuring against liability to cover expenses associated with data breaches, including; notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identity theft.

### **2.13.5 Professional Liability Insurance**

Professional shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Professional's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, negligence, or omission arising out of the scope of Professional's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

If coverage in this Contract is on a claims-made basis, Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract are complete.



### **2.13.6 Deductibles and Self-Insured Retentions**

- 2.13.6.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officer, officials, agents, or employees or the Contractor shall procure a bond guaranteeing payment of deductibles of self-insured retentions.
- 2.13.6.2 The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

### **2.13.7 Miscellaneous Insurance Provisions**

- 2.13.7.1 The policies are to contain or be endorsed to contain the following provisions:
- 2.13.7.2 Any failure to comply with reporting provisions of the policies listed in this agreement shall not affect coverage provided to County, its officers, officials, and employees.
- 2.13.7.3 Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to County, 230 Government Center Drive, Suite 128, Wilmington, NC 28403.
- 2.13.7.4 If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### **2.13.8 Acceptability of Insurers**

- 2.13.8.1 Insurance is to be placed with Insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

### **2.13.9 Evidence of Insurance**

- 2.13.9.1 The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

- 2.13.9.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this agreement.
- 2.13.9.3 With respect to insurance maintained after final payment in compliance with requirement, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

### **2.13.10 Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificate for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **2.13.11 Conditions**

- 2.13.11.1 The insurance required for this contract must be on the forms acceptable to County.
- 2.13.11.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and/or Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.
- 2.13.11.3 The Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated, or modified by the Contractor without prior written approval of County.
- 2.13.11.4 The Contractor shall promptly notify the Property Management Department and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
- 2.13.11.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- 2.13.11.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is

provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- 2.13.11.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this contract.
- 2.13.11.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense.
- 2.13.11.9 The Contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
- 2.13.11.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

## **2.14 Addendum**

The proposal package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Providers who are listed with the Finance Office and posted on the County's website.

You may visit our website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bid> or call Lena Butler at (910) 798-7190, or email [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) to check for the issuance of any addenda before submitting your proposal.

## **2.15 Compliance With Proposal Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of proposal.

## **2.16 E-Verify**

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to

Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

## **2.17 Federal Uniform Guidance**

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); Davis-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 (2CFR § 200.324). **(See Section 10 for Complete Details)**

## **2.18 Right To Reject Proposals**

New Hanover County reserves the right to accept or reject any or all proposals and to make the award(s) which will be most advantageous to the County.

## **Section 3      Summary**

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### 3.0 Summary

3.1 New Hanover County inviting interested parties to respond to this request for proposal to provide weekly rapid antigen testing for COVID-19 for unvaccinated employees of the New Hanover County governmental organization, a political subdivision of the State of North Carolina. As a part of its recently approved Vaccine Policy, the County will require any unvaccinated employee, whether a medical or religious exemption is present or not, to be tested for COVID-19 on a weekly basis. In addition to providing the scheduling for tests and the actual testing for COVID-19, the County requires a provider who will track and report the compliance of testing for its unvaccinated employees in accordance with our policy.

## Section 4      **Background**

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### 4.0 Background Information

- 4.1 County functions are critical to the response and recovery of our community from the COVID-19 pandemic and are essential to the well-being and health of our citizens. Given the rate of spread of COVID-19 and the delta variant, in addition to other variants that may develop in the future, to ensure continuity of governmental services and the safety of its employees, the County developed a policy that requires any unvaccinated employee to be tested weekly for COVID-19. This testing will be required for all unvaccinated employees, regardless of why they are unvaccinated.
- 4.2 The County has approximately 2,000 employees, to include full-time and part-time employees, with an unknown portion of them being unvaccinated. Employees of New Hanover County work varying shifts, depending on their role and department. Some departments will work shifts that cover 24/7 operations such as staff from the 911 department, the Sheriffs office and fire services employees.

## Section 5      Scope of Services

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- 5.0 Description of Services – Selected provider will be required to provide the following:
  - 5.1 Weekly rapid antigen testing for a large population at varying times during the week.
  - 5.2 Testing site(s) that is local within New Hanover County. While it is not required, respondents should also address whether they would be able to provide testing on-site at a New Hanover County government facility.
  - 5.3 Prompt service with minimal wait times to minimize any possible compensable time to the employee.
  - 5.4 Hours of operation that would accommodate the hours for various departments and shifts, including those who supported 24/7 operations, with the ability to be tested before, during or after their working hours.
  - 5.5 A system that allows for tracking and managing the schedules of the employees required weekly tests.
  - 5.6 A system that allows for real time up-to-date reports of the status of employees testing, including immediate notification of those who do not complete their required weekly test. Regular reporting and on demand reporting with this information to the County will be required.
  - 5.7 Program and systems to be operational by September 8, 2021.
  - 5.8 Ability to collaborate with alternative testing facilities or provide alternative testing sites to accommodate remote workers who do not live within New Hanover County.
  - 5.9 A system that assures full compliance with HIPPA and HITECH requirements for security and privacy of employee PHI (Personal Health Information).



## **Section 6      Pricing and Proposed Terms**

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### 6.0 Pricing and Proposed Terms

- 6.1 All pricing must be inclusive of taxes, fees, equipment, and any other related costs incurred by the provider to deliver service that meets the solution specifications.
- 6.2 The proposed pricing must be valid and honored through the entire service term with no price increases for the life of the contract.
- 6.3 Respondents are encouraged to propose any discounts applied to bulk testing if the County meets the minimum number of tests.
- 6.4 Contracts will only be awarded on a fixed-price basis. Cost plus percentage of cost or time and materials contracts are prohibited. Awarded contract will include a not to exceed amount.

## Section 7 Proposal Guidelines

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### 7.0 Proposal Guidelines

#### 7.1 Submission Deadline

7.1.1 All proposals must be submitted by **5:00 pm on Monday, August 23, 2021**.

7.1.2 Late submissions will not be accepted. The County is not responsible for delayed or failed deliveries by common carriers.

#### 7.2 Information Required in Proposal

7.2.1 Include a cover page with the primary contact person's information and the background information of your firm including all available locations and hours of operation for testing.

7.2.2 Provide a high-level technical description of the proposed service including how you are prepared to deal with the large volume of tests that may be needed.

7.2.3 Include responses to Section 5 Scope of Services, including, but not limited to:

7.2.3.1 Systems and methods your company intends to use in scheduling COVID-19 appointments, including any self-scheduling options and tracking the data around testing compliance required by the County,

7.2.3.2 Number and titles of personnel employed by you who you intend to undertake this service,

7.2.3.3 Whether you intend to perform the services at your current location(s), a County location(s), a drive through site or a combination of those locations,

7.2.3.4 How your firm proposes to accommodate remote New Hanover County employees who do not live within New Hanover County (i.e. can the provider collaborate with alternative testing facilities or provide testing at an alternate testing site as requested by remote workers who live away from the local testing site).

7.2.4 Include a response that will explain how you intend to be ready to provide the large volume of service needed by September 8, 2021

7.2.5 Include responses to Section 6 Pricing and Proposed Terms and a detail of the pricing proposal for the services being proposed

## **Section 8                      Method of Award**

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### 8.0 Evaluation Process

- 8.1 A team from the County will evaluate each proposal that meets the requirements listed. Proposals that comply with the requirements in this RFP will be evaluated based on the criteria below.
  
- 8.2 The County reserves the right to accept or reject any or all proposals or any portion thereof.
  
- 8.3 The County reserves the right to accept all or part of any proposal depending solely upon the requirements and needs of the County.
  
- 8.4 The County reserves the right to seek clarifications of any proposal submitted or specific aspects of any proposal prior to the award of contract(s). After seeking such clarification, the County will allow the Provider an opportunity to provide the requested clarification.
  
- 8.5 The County may elect to award multiple contracts for the same or similar services to two or more sources under this solicitation.

### **Criteria (100 points maximum)**

- Previous experience with providing mass testing or ability to provide the level of service anticipated (20 points maximum): Ability to demonstrate that the provider will be able to provide service to a large number of employees in an organized fashion with a reasonable wait time.
- Approach to providing the required services (40 points maximum): County will analyze each proposal in terms of locations and hours the program will be operated among other things.
- Technology and systems used in providing required services (15 points maximum): Ability to demonstrate that the provider will be able to accurately and timely track and report on employees completion of testing and any non-compliance.
- Cost of service (25 points maximum): County will consider the cost proposed for the services offered. Pricing structure should be detailed.

## Section 10

## Federal Uniform Guidance Requirements

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1. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. Equal Opportunity.

2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.3 Bidder 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 Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section 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. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation

to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

### 3.2 Bidder shall comply with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## 4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, 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 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for

experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Act and Federal Water Pollution Control Act:

6.1 Bidder 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.

6.2 Bidder 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.

6.3 Bidder 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.

6.4 Bidder 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.

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

6.6 Bidder 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. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

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

7. Suspension and Debarment.



7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, 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).

7.2 Bidder must comply with 2 C.F.R. pt. 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.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

9. Procurement of Recovered Materials.

9.1 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid

Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable 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>.

10. Access to Records. The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide 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 Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.

**CERTIFICATION REGARDING LOBBYING**

*(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)*

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Bidder)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractors Authorized Official

*(To be submitted with all bids)*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractors Authorized Official

(Submit with Bid)

**Minority & Women Business Enterprise (MWBE) Program  
FORM**

**A. Authorized Representative**

I HEREBY AFFIRM THAT:

I am [name] \_\_\_\_\_, [title] \_\_\_\_\_,  
and the duly authorized representative of [Business Name] \_\_\_\_\_  
and that I possess the legal authority to make this statement on behalf of myself and the Business  
for which I am acting.

**B. Affirmation Regarding MWBE Program Acknowledgement and Compliance**

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

\_\_\_\_\_ The Business is certified as a woman- or minority-owned business by an accepted agency.  
(Attach proof certification)

\_\_\_\_\_ The Business is a woman- or minority-owned business but has not been certified by an  
accepted agency. (Attach document of ownership such as articles of incorporation, current  
business license, K-1 of the most recent business tax return.)

\_\_\_\_\_ The Business is not a woman- or minority-owned business; however, the bidder  
acknowledges the MWBE policy and if it should become necessary to subcontract some portion  
of the work at a later date or obtain materials or services in conjunction with this  
solicitation, the bidder will institute good faith efforts to comply with all requirements of the  
MWBE program in providing equal opportunities to MWBEs.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTION**

**NEW HANOVER COUNTY**

**COVID-19 Testing**

**DUE DATE: MONDAY, AUGUST 23, 2021 BY 5:00 PM EST**

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Provider offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this proposal, the undersigned Provider certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Provider certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

PROVIDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO PROVIDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		MOBILE NUMBER:
PROVIDER'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL: