

**NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
FAMILY CAREGIVER SUPPORT PROGRAM
IN-HOME/COMMUNITY RESPITE**



COUNTY COMMISSIONERS

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

CHRIS COUDRIET, COUNTY MANAGER

Section 1 – Advertisement

NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
FAMILY CAREGIVER SUPPORT PROGRAM
IN-HOME/COMMUNITY RESPITE

Proposals addressed to Andrew Zeldin, Social Worker Supervisor, 2222 South College Road, Wilmington, NC 28403 and marked “**FAMILY CAREGIVER SUPPORT PROGRAM IN-HOME/COMMUNITY RESPITE**” will be accepted until **5:00 P.M. EST, Thursday, June 27, 2022**.

Proposals will not be publicly opened but will be evaluated according to the criteria listed in the Request for Proposals (RFP).

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <https://www.nhcgov.com/business-nhc/bids> or by contacting Andrew Zeldin at azeldin@nhcgov.com.

New Hanover County reserves the right to accept or reject any or all bids/proposals and to make the Award which will be in the best interest of the County.

Released: Friday, June 17, 2022

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Friday, June 17, 2022	RFP issued
Wednesday, June 22, 2022, by 3:00 p.m.	Deadline for questions. All questions must be submitted in writing to Andrew Zeldin (azeldin@nhcgov.com)
Thursday, June 23, 2022, by 5:00pm	Questions will be answered via written addendum
Monday, June 27, 2022, by 5:00 p.m.	Deadline for receipt of Proposal.

2.2 – Preparation of Proposals

- 2.2.1 Proposers are instructed to submit their proposals in a sealed envelope if mailing. If possible, please include an electronic copy preferably on a thumb drive. Proposals should be clearly marked “**FAMILY CAREGIVER SUPPORT PROGRAM IN-HOME/COMMUNITY RESPITE.**”
- 2.2.2 The proposals shall be submitted by **5:00 PM Monday, June 27, 2022**, and addressed to:

New Hanover County
Senior Resource Center
Attn: Andrew Zeldin, Social Worker Supervisor
2222 South College Road
Wilmington, NC 28403
Or
Email: azeldin@nhcgov.com

2.3 – Electronic Proposals

Electronic proposals will be considered. Proposals received after the time and date for closing will not be considered.

2.4 – Questions

Questions concerning the scope of work in this Request for Proposals must be in writing (email) and directed to Andrew Zeldin, Social Worker Supervisor at azeldin@nhcgov.com. Questions must be received by **Wednesday, June 22, 2022, at 3:00 pm**. An addendum summarizing all questions and answers will be posted to the County’s website or you can be written back directly upon request.

2.5 – Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section which

is Andrew Zeldin, Social Worker Supervisor, email azeldin@nhcgov.com . If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

All Proposers who intend to submit a proposal on this project should send an email to azeldinn@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response

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

2.8 – Bid Opening

There will be no public bid opening.

2.9 - Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.10- Withdrawal of Bids

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

2.11 - 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 Bidder 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 Bidder 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 encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.12- Indemnity

The successful Bidder 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 Bidder, his agents, employees and subcontractors.

2.13– E-Verify

Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.14 – Insurance Requirements

The requirements listed below are the GENERALLY ACCEPTED insurance requirements for this class of business.		
Insurance Description	Minimum Limits of Insurance Required <i>**Subject to change depending on size/location/description of work**</i>	
Commercial General Liability**	\$1mil Ea. Occurrence; \$1mil Products/Completed Operations; General Aggregate Limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit.	
Abuse/Molestation Coverage	\$1,000,000 Each Occurrence; May be included in Commercial General Liability or Professional Liability	
Professional Liability	\$1 mil Per Loss/\$3mil Aggregate; 2-yr Extended Reporting Endorsement Required if Claims-Made Form	
Business Auto Liability	\$1,000,000 Each Accident; Any Auto including Hired and Non-owned Liability	
Worker’s Compensation Employer’s Liability	Statutory Limits \$500,000/\$500,000/\$500,000	This policy must include a Waiver of Subrogation.
Employee Dishonesty Coverage	\$100,000 Each Occurrence; May be included in another line of Insurance Coverage.	
Additional Insured CG 20 26	** New Hanover County (<i>not the department</i>), its officers, officials, agents and employees	

2.15 - Addendum

The bid 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 Proposers and posted on the County’s website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>, or email azeldin@nhcgov.com to check for the issuance of any addenda before submitting your bid.

2.16 - Compliance with Bid Requirements

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

2.17- Successful Bidder

The Bidder who is not currently set up as a vendor in The County's vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County's vendor database.

2.18 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, 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). **Refer to Section 4 for complete Details.**

2.19 – Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

2.20 – Examination

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

2.21 – Award of Contract

New Hanover County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such

circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.22 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.

2.23 - Right to Reject Bids

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

Section 3 – Scope of Services

Respite Care: Respite Care is considered temporary, substitute supports or living arrangements to provide a brief period of relief to caregivers on an intermittent, occasional or emergency basis. **This service is intended to sustain the efforts of families and other informal caregivers and is limited to a \$1,500 maximum per caregiver for the grant time period to allow the grantee to assist as many caregivers as possible with the funding.**

This grant is intended to sustain the efforts of families and other informal caregivers of older adults (60+) or individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and grandparents or older individual (55 years of age or above) who is a relative caregiver of a child 18 years old or younger or who is an individual with a disability by providing supportive services. The objective is to relieve the caregivers of stress, keep older adults in their homes for as long as possible and/or assist older relative caregivers in rearing their relative child. **The services covered under the grant are intended for caregivers not receiving any other assistance and will only be a bridging mechanism until consistent services are available.**

Scope of Work In-Home Respite- In-home respite provides a break from care in the family's own home. Hours are set up individually with the respite worker. **Providers should be able to provide over night and weekend care if requested by caregiver.** Services include the following:

PERSONAL CARE

Bathing/Grooming

- Shower,
- Sponge Bath (bed or tub),
- Brush Teeth, Shampoo,
- Comb/Brush/Groom Hair,
- Clean and File Fingernails,
- Electric Shave,
- Perineal Care,
- Dressing and Clothing.

Elimination

- Assist to Bathroom,
- Assist with Bedpan/Urinal,
- Assist with Commode,
- Nighttime Toileting,
- Adult Brief Changes,
- Empty Catheter Drainage Bag,

- Assist with Established Ostomy,
- Record/Report Urine Output,
- Record/Report Bowel Function

Support and Encourage

- Ambulation,
- Transfers, Eating/Feeding,
- General Preventative Skin Care,
- Turning,
- Repositioning,
- Skin Protection,
- Active Range-o-Motion Support,
- Self-Administered Medication Reminders

HOMEMAKING

Light Housekeeping Services

- Meal Planning and Preparation for Client with Related Clean-up,
- Empty Kitchen and Bathroom Trash,
- Wipe up Kitchen Floor, Counters, and Appliances,
- Wipe Bathroom Sink, Tub, and Toilet,
- Sweep Floor,
- Make Client's Bed,
- Change Bed Linens,
- Client's Personal Laundry,
- Dusting and Vacuuming,
- Water Plants.

COMPANIONSHIP

- Reading,
- Light Correspondence,
- Independent Support Following Rehabilitation or Hospitalization,
- Orientation prompts and Reminders,
- Walks,
- Conversation Activities,
- Helping Arrange Photos/Scrapbooks,
- Safety Supervision,
- Incidental Transportation.

Compensation: Providers must meet the reporting requirements of the NC Division of Aging and Adult Services and the Cape Fear Area Agency on Aging Family Caregiver Support Program. Payments will be made monthly upon request for reimbursement through ARMS by Grantee.

Reimbursement forms will be due monthly to the New Hanover County Senior Resource Center and must be received no later than the 5th of each month in order to be considered for payment at the end of that month. These forms should reflect the amount of funds requested through the ARMS system each month.

Payment of funds will be based upon the Aging Resource Management System (ARMS) Provider Reimbursement Report (ZGA370-12). The Cape Fear Council of Governments will forward payment of the approved budget expenditure at the end of each month.

Documentation of Expenses: Grantee/Provider shall maintain full and complete documentation of all expenses associated with performing the scope of work under this contract. Documentation in the form of time sheets or some other verification (prior approval required) that services were rendered shall be kept in each client file. Grantee shall maintain all financial and program records for a period of three (3) years from the date of final payment under this agreement. Grantee shall maintain records on each caregiver served including: Family Caregiver In-take Form (DAAS 101), Consumer Contributions Provider Assurance form (signed and dated) and Client/Patient Rights form (signed and dated) and a confidentiality form (signed and dated). Provider is subject to monthly monitoring at the request of Grantee.

SUBMISSION REQUIREMENTS

1. Submit one (1) original and one (1) electronic copy of the proposal in a sealed envelope properly marked "**FAMILY CAREGIVER SUPPORT PROGRAM IN-HOME/COMMUNITY RESPITE**" and address to the County at the following address:

New Hanover County Senior Resource Center
Attn: Andrew Zeldin, Social Worker Supervisor
2222 South College Rd.
Wilmington, NC 28403

Please be advised that the person signing the proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations.

2. Proposals, at a minimum, must include:
 - a. Detailed pricing for proposed services and whether or not the proposer has the ability to provide weekend and overnight care.
 - b. Number of clients that can be served per week

- c. Number of Proposer's staff who will be assigned to each service; include the number of projected weekly hours, level of experience of staff, and any training that is provided on an annual basis
- d. Information regarding Proposer's ability to determine client eligibility
- e. Detailed plan of how services will be coordinated and delivered
- f. Provide information regarding any software used to manage your client database
- g. Evidence of current insurance
- h. Proposer's Legal Name/Address; Primary Contact's Name/Title/Address/Phone/Email address; Name and Title of Company Representative who is authorized to sign contract

Section 4 – Federal Uniform Guidelines Provisions

- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- III. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- IV. Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency Administrator or the Comptroller General of the United States.
- V. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the

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

- VI. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- VII. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- VIII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- IX. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- X. Byrd Anti-Lobbying Amendment (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.
- XI. Procurement of recovered materials. 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- XII. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.
- XIII. Federal Government Hold Harmless. This Agreement is made upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold

harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

XIV. Domestic Preference Clause. Pursuant to 2.C.F.R. 200.322 Contractor, as appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement and other manufactured products.

XV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) (Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: a. Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

ATTACHMENT A

E-VERIFY

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of
_____ (hereinafter the "Employer") after being first duly sworn deposes and
says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____
County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

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

(To be submitted with all bids)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, 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 proposal 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 proposal.

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

(Submit with Proposal)

**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 Proposer
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 Proposer will institute good faith efforts to comply with all requirements of the
MWBE program in providing equal opportunities to MWBEs.

Signature: _____

Date: _____