

**READVERTISEMENT  
NEW HANOVER COUNTY  
REQUEST FOR PROPOSALS  
MENTAL HEALTH PROFESSIONAL**

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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

## Section 1 – Readvertisement

### **NEW HANOVER COUNTY REQUEST FOR PROPOSALS (RFP) MENTAL HEALTH PROFESSIONAL**

This solicitation was originally posted on Tuesday, May 24, 2022. Proposals were due no later than Thursday, June 23, 2022, by 5:00 pm. The County received only one proposal which was determined to be nonresponsive. Therefore, this RFP is being readvertised.

New Hanover County's Port City United (PCU) is inviting interested mental health professionals to respond to this request for proposals to provide mental health services and training to PCU staff to include workshops on understanding the basics of the field of mental health, recognizing, and responding to trauma, approaches to address stress management and how to incorporate self-care strategies.

Proposals are due on **July 21, 2022, by 5:00 PM EST**. Please send your proposal via email to:

- Lena Butler, Purchasing Supervisor, New Hanover County, [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com).

Please include **"Readvertised RFP – MENTAL HEALTH PROFESSIONAL"** in the subject line of your email.

Complete instructions and requirements for submitting your proposal 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 which will be in the best interest of the County.

Released: June 29, 2022

## Section 2 – Instructions and General Conditions

### 2.1 – Schedule

RFP Process	Date
RFP Reissued	June 29, 2022
Deadline for Questions	July 8, 2022 @ 5:00 PM
Response to All Questions Posted	July 14, 2022
Deadline for Receipt of Proposals	July 21, 2022, by 5:00 PM

### 2.2 – Preparation of Proposal

Proposers are instructed to submit their proposal via email to:

- Lena Butler, Purchasing Supervisor, New Hanover County, [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com).

The proposal shall be submitted by **5:00 PM July 21, 2022**.

Proposals should be clearly marked “**Readvertised RFP- MENTAL HEALTH PROFESSIONAL**” in the subject line of your email.

### 2.3 – Questions

Questions are to be submitted by **5:00 PM July 8, 2022**, to:

- Lena Butler, Purchasing Supervisor, [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com)

### 2.4 – Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County

### 2.5 – Intent to Submit

All proposers who intend to submit a proposal on this project should send an email to [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com).

### 2.6 - 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 Proposer and will not be reimbursed by The County.

### 2.7 - Execution of Agreement

The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within. The successful Proposer to whom the Contract is awarded by the County shall within 10 business days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

## 2.8 - Trade Secret Confidentiality

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

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so will result in your Proposal being disqualified.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Proposer has designated as a trade secret.

## 2.9 - Withdrawal of Proposals

Proposers 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 Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap regarding any position for which the employees or applicant is qualified. The Proposer 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 proposals in response to this RFP.

#### 2.11 - Indemnity

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

#### 2.12 – 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.

#### 2.13 - Insurance

Proposer shall maintain at its own expense:

(a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, shall be named as additional insured.

(b) Professional Liability Insurance or errors and omissions liability insurance appropriate to Professional’s profession. Coverage as required in this paragraph shall apply to liability for 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 work under the Contract are complete.

(c) Workers Compensation Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

(d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable.

Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

#### 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 Proposers who are listed with the Finance Office and posted on the County's website.

You may visit our website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

#### 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 bid/proposal.

#### 2.16 - Successful Proposer

The successful Proposer who is not currently registered as a vendor in the County's vendor database will be required to register. Please visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com) to register online. For questions, contact David Maurizzi at 910-798-7192 or email [dmaurizzi@nhcgov.com](mailto:dmaurizzi@nhcgov.com).

#### 2.17 – Federal Uniform Guidance

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). See Section 6 for Complete Details

#### 2.18 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.

## 2.19 - Right to Reject Proposals

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

## 2.20 - Questions and Answers

Questions and Answers below are related to the original solicitation issued on May 24, 2022.

1. Will this proposal be a yearlong commitment? **Yes**
2. If so, how many times will we have to present and is it weekly, monthly etc.? **This information will be provided by you as part of your proposal. At a minimum, the County would expect at least monthly.**
3. Will the trainings be virtual or in person? **Again, this should be covered in your proposal. The County does prefer in person training.**
4. The proposal discussed individual workshops and group sessions. How many of each sessions would we have to present and how many people are we presenting to? **The individual workshops and group sessions should be detailed in your proposal. There will be up to 25 staff members.**
5. Who is the populations that we are presenting to? Are they community citizens or are the professionals and if they are professionals what is their profession? **The population that you are presenting to is Port City United (PCU), a department established within the County who will be working with individuals in the community who have experienced trauma and violence.**

### Section 3 – Scope of Services

New Hanover County's Port City United (PCU) is inviting interested mental health professionals to respond to this request for proposal to provide mental health services and training to PCU staff to include workshops on understanding the basics of the field of mental health, recognizing, and responding to trauma, approaches to address stress management and how to incorporate self-care strategies.

Port City United staff, especially those involved in violence interruption, have personally experienced trauma and violence and will be working with individuals in the community who have also experienced trauma and violence; therefore, it is imperative that staff are trained and prepared to respond, de-escalate, and self-regulate. It is necessary for staff to receive proper training and support.

At a minimum, the selected mental health professional will be required to provide the following:

- Workshops/training on the field of mental health, including but not limited to defining mental health, how mental health is important during different stages of life, informing on common mental health problems, factors that contribute to mental health problems, warning signs and triggers, and where to find help,
- Group sessions on approaches to discuss and address stress management and techniques that assist in self-regulation using Trauma Focused Cognitive Behavioral Therapy after staff respond to community situations that may involve violence,
- Group sessions on developing self-care strategies to reduce possible burn-out, and
- Group follow up sessions to check in and ensure that staff understand and practice good mental health practices among themselves and with the community by learning about compassion fatigue, vicarious trauma, as well as the trauma reactions that first responders experienced by being the first on a scene. Sometimes professionals trained to treat trauma and manage very stressful situations can help others, but struggle to reclaim their own emotional wellbeing.

## Section 4 – Submission Requirements

The county and PCU invites mental health professionals with a proven track record of delivering mental health services to submit a proposal for providing mental health services and training.

1. **Provider Background:** Please include the background information of your practice, agency or organization including years of operations and license. Note that the county will require the mental health service professional, or provider be licensed by the State of North Carolina either as a Licensed Clinical Mental Health Counselor (LCMHC), Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC) or a Licensed Psychological Associate (LPA) and to have been licensed and operating for at least two full years of clinical work experience.
2. **Relevant Previous Experience:** Please provide examples of similar services and training that you have successfully provided. Include the number of individuals served, services offered, etc. Also, please provide 3 professional references.
3. **Financial Status/Stability:** Please provide your latest audited comparative financial statements that include a balance sheet, income statement, statement of cash flows and notes to the financial statements for two fiscal years.
4. **Availability:** Please discuss how you intend to be ready to perform this service by the estimated effective date of the contract which is September 1, 2022 and provide this service for a period of one year.

## Section 5 – Selection Process and Criteria

### A. Process

- 1) The Provider will be selected following a review, ranking, and selection by a committee consisting of the Assistant County Managers, Port City United Director, and the Budget Officer.

### B. Criteria (100 points maximum)

- 1) Plan for program implementation over a one-year period.
- 2) Culturally sensitive experience with previous programs and services, especially relate to gun violence and trauma.
- 3) Demonstrated familiarity with the needs of the community, specifically minority communities impacted by gang and/or gun violence.
- 4) Cost of services.

## Section 6 – UNIFORM GUIDANCE

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

### UNIFORM GUIDANCE REQUIRED CONTRACT PROVISIONS ADDENDUM

- 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 affected 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 applies 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.

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

*(To be submitted with all bids)*

**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: \_\_\_\_\_

## 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