



**TOWN OF EMERALD ISLE  
REQUEST FOR PROPOSALS**

**Purchase of Multi-Band Mobile & Portable radios  
and associated equipment**

**Point of Contact:**

**William Matthias**

**7516 Emerald Drive, Emerald Isle NC 28594**

**Phone: 252-354-2445**

**Email: [bmatthias@emeraldisle-nc.org](mailto:bmatthias@emeraldisle-nc.org)**

**DEADLINE FOR SUBMISSION OF PROPOSALS:**

**2:00pm (EST)  
10 January 2023**

REQUEST FOR PROPOSAL (RFP)

**Purchase of Multi-Band Mobile & Portable radios  
and associated equipment**

**PROPOSAL RESPONSE FORM**

**THIS PROPOSAL IS SUBMITTED TO THE TOWN OF EMERALD ISLE BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

## **PART I**

### **GENERAL CLAUSES AND CONDITIONS**

#### **1. GENERAL INFORMATION AND OVERVIEW**

1.1. The Town of Emerald Isle (Town) will receive proposals from qualified vendors to purchase Multi-Band Mobile & Portable radios and associated equipment or radios of the same capability.

1.2. The intent of this Request for Proposal (RFP) is to allow vendors to provide the Town with the best solution given the requirements set forth by the Town.

#### **2. SCOPE OF PURCHASE**

2.1. The purchase will include the following items, or their equivalent:

- a2.1. All band portable radio, Dual Deck (Qty-55)
- b2.1. TDMA Operation (Qty-55)
- c2.1. 3Y essential service (Qty-55)
- d2.1. Smartzone Operation (Qty-55)
- e2.1. Case Housing (Green) (Qty-27) (Black) (Qty-28)
- f2.1. Charger, Single-Unit, Vehicular (Qty-41)
- g2.1. Charger, Single-Unit, Desktop (Qty-43)
- h2.1. Audio Accessory-Remote Speaker Microphone, OTTO 500, (QTY-28)
- i2.1. Audio Accessory-Remote Speaker Microphone, Revo NC2, (QTY-27)
- j2.1. Device Programming all portable & mobile radios
- k2.1. All Band Mobile Radio Dual Deck, Single head/ Remote Mount(Qty-47)
- l2.1. All Band Mobile Radio Dual Deck, Dual head/ Remote Mount (Qty-5)
- m2.1. All Band Mobile Radio Dual Deck, Dash Mount
- n2.1. Spkr 15W Water Resistant (Qty-53)
- o2.1. All Band Mobile antenna (7/8/V/U) (Qty-59)
- p2.1. TDMA Operation (Qty-53)
- q2.1. 3 Year Essential SVC (Qty-53)

- r2.1. TrueVoice noise cancellation (Qty-53)
  - s2.1. P25 Trunking Software (Qty-53)
  - t2.1. Device Installation of all mobile and portable radios
- 2.2. Delivery and Installation- the purchase will include delivery to the Town of Emerald Isle at 7500 Emerald Drive, Emerald Isle NC 28594, and installation into designated Police and Fire/EMS vehicles.
- 2.3 Training- the purchase will include no less than 1 day of training for personnel assigned to the purchaser and department staff.
- 2.4. Proposals shall provide pricing for each of the items described above.
- 2.5. The successful Vendor shall provide the products, services and expertise necessary to complete the delivery, installation and training required to successfully operate the equipment outlined in this RFP.

### **3. RFP PART OF AGREEMENT**

3.1. The content of this RFP / Specification shall become a part of the written agreement between the Town and the Awarded Vendor. Therefore, all responses including all statements, claims, declarations, and specifications in the proposals shall be considered firm, and all prices considered maximum, for purposes of future agreement stipulations unless specifically waived in writing by the Town. Exceptions to any of the requirements in the RFP shall be specifically noted on a separate attached sheet and explained by the vendor in its proposal as a condition to becoming part of the subsequent contract.

3.2. The agreement between the parties (the agreement) shall consist of the written purchase agreement, the RFP together with any modifications thereto, and the response to this RFP, together with any modifications and clarifications thereto that are submitted at the request of the Town during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed agreement, the RFP, any modifications and clarifications to the response to this RFP, the Awarded Vendor's response to this RFP. Specific exceptions to this general rule may be noted in the final executed agreement. The agreement shall be amended only in writing and by mutual agreement.

### **4. PROPOSAL DUE DATE**

4.1. **Sealed** proposals are due by 2:00pm on 10 January 2023 to:

William Matthias

7500 Emerald Drive

Emerald Isle NC 28594

4.2. Proposals received after this time and date will not be considered and returned unopened.

4.3. Facsimile or electronically transmitted proposals are not acceptable.

4.4. Proposals must be clearly marked on the outside of the envelope/package with:  
*Multi-Band Mobile & Portable radios and associated equipment ""*

4.5 Proposals must include all of the following documents to be considered a responsive bid:

- a. Completed Proposal Response Form
- b. Completed Attachment B – Project Pricing Form
- c. Completed Attachment C – Vendor’s Reference Form
- d. Proof of insurance as outlined in part III of this RFP
- e. Completed certificates regarding lobbying, Iran divestment, debarment, and SMWBE, which may be found in Attachment D of this RFP.
- f. All associated warranties related to the items listed in section 2.1 of this RFP

## **5. CONFLICT OF INTEREST**

5.1. Any vendor or person considering doing business with a local government entity shall disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity.

5.2. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

## **6. TOWN CONTACT**

6.1. The contact for this procurement effort will be as listed below. Questions or clarifications related to this RFP may be directed to:

Emerald Isle Fire Department  
William C. Matthias  
7500 Emerald Drive  
Emerald Isle, NC 28594  
Phone : 252-354-2445  
E-mail : [bmatthias@emeraldisle-nc.org](mailto:bmatthias@emeraldisle-nc.org)

## **7. INDEMNIFICATION**

7.1. The successful Vendor shall indemnify, save harmless and exempt the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Vendor, its officers, agents, servants, and employees; provided, however, that the successful Vendor shall not be liable for any suits, actions, legal proceedings,

claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or third parties.

## **8. FEDERAL FUNDS AND PROCUREMENT GUIDELINES.**

8.1 FEMA funds will be used for this project.

8.2 Accordingly, Emerald Isle and the Vendor will adhere to all federal procurement guidelines in this project. The following federal provisions apply pursuant to 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is 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 (2 CFR § 200.324).

8.3 Attachment C of this RFP outlines the federal procurement guidelines that must be adhered to.

## **9. VENDOR QUALIFICATIONS**

9.1. The acceptance of a submittal shall not be construed as the Town’s endorsement of such vendor as qualified and responsible. The Town reserves the right to determine vendor responsibility from information submitted with the bid and other resources. All Vendors shall furnish the following information at a minimum:

9.1.1. References: Provide the name, address, telephone number and point of contact of at least three vendors that have utilized the same or similar product and services. References may be checked prior to award. Any negative responses received may result in disqualification from consideration for award. Failure to include references with submittal shall result in disqualification from consideration for award. (See Attachment C – Vendor’s Reference Form)

9.1.2. **Identify any subVendors to be used for this project.** Experience, qualifications and references of the subVendors shall be submitted. The Town reserves the right to approve or disapprove all subVendors prior to any work being performed.

## **10. CONFIDENTIALITY OF PROPOSAL CONTENT**

10.1. All proposals submitted in response to this RFP shall be sealed until the bid opening. Following the bid opening, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Freedom of Information Act. Vendors are advised to consult with their legal counsel regarding disclosure

issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The Town assumes no obligation or responsibility for asserting legal arguments on behalf of potential Vendors.

10.2. If a Vendor believes that a proposal or parts of a proposal are confidential, then the Vendor shall so specify. The Vendor shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Vendor believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the bid is opened.

## **11. Bid Protest**

The Town Clerk shall post the results of the bids received along with the recommendations or a short list of bidders on the bulletin board in the Emerald Isle Administration Building. Any person allegedly adversely affected by the decision or intended decision of award must file a written notice of protest within three (3) business days after posting of the award recommendation. This notice must be delivered to the Town Clerk and must contain the following:

- The protestant's business name, address and phone number.
- The solicitation involved.
- A clear statement as to the grounds of protest (applicable statutes, laws, ordinances, etc).
- Specifically request the relief to which the protestant deems itself entitled.

Failure to file a written notice of protest within the specified time period specified shall result in relinquishment of all rights of protest by the vendor.

The Town Clerk shall review all protests within five (5) business days. If necessary, the Town Manager shall schedule a hearing for appropriate action to be determined. The proposal protester will be notified, in writing, of their final findings.

## **12. CLARIFICATION OF PROPOSALS**

12.1. The Town reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.

### **13. VENUE**

13.1. The contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

Venue shall be in the applicable court, Carteret County, North Carolina.

### **14. WARRANTY**

14.1. Awarded Vendor shall in writing warrant that the mobile radio equipment listed in section 2.1 of this agreement shall conform to this specification, manufacturer's documentation, and any agreed changes in all respects.

14.2. Awarded Vendor shall represent and warrant to the Town that the radio equipment provided shall:

14.2.1. Be free from defects in material and workmanship.

14.2.2. Perform in accordance with or exceed all acceptance criteria for such product described in the agreement.

14.2.4. Not void specific warranties issued by manufacturers for greater periods of time.

14.2.5. Not void any rights guaranteed to the Town by law.

14.2.6. All services performed under the agreement shall be performed in a good and workmanlike manner.

14.2.7. Register all manufacturers' warranties (e.g. including but not limited to, software) in Town's name.

### **15. DISCLOSURE OF LITIGATION**

15.1. Each Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or in which the Vendor has been judged guilty.

15.2. Significant losses or settlements involving the Vendor's performance shall also be disclosed. This is a continuing disclosure requirement.

### **16. RISK OF LOSS**

16.1. Risk of loss for the radio equipment, and any equipment or material furnished by the Vendor, shall not pass to the Town until acceptance of the entire purchase.



## **17. INDEPENDENT VENDOR**

17.1. It is understood and agreed that the selected vendor shall not be considered an employee of the Town.

17.2. The selected vendor shall not be within protection or coverage of the Town's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the Town from time to time may have in force and effect.

## **18. BEST VALUE EVALUATION**

18.1 All proposals received shall be evaluated based on the best value for the Town. In determining best value, the Town may consider:

18.1.1 The proposed price;

18.1.2 Reputation of the Vendor and of Vendor's goods and services;

18.1.3 The quality of the Vendor's goods or services;

18.1.4 The extent to which the goods or services meet the Town's needs;

18.1.5 The total long-term cost to the Municipality to acquire the Vendor's goods or services; and

18.1.6 Any relevant criteria specifically listed in the solicitation.

## **19. TECHNICAL REQUIREMENTS:**

### **WARRANTY AND CUSTOMER SUPPORT**

19.1. Warranty: Specify the warranty period on all applicable products.

19.2. Customer Support: Vendor shall offer prompt support to address any issues that develop in relation to the radio equipment provided.

## **20.SYSTEM PRICING**

20.1. Describe in detail the pricing for the proposal. Include any assumptions made in the proposed solution and pricing. (See Attachment B – Project Pricing Form)

20.2. The proposed business transaction shall be a payment for the equipment and service as described in the above scope of work.

## PART II

### ACCEPTANCE AND PAYMENT

#### 1 ACCEPTANCE

1.1 Acceptance should not take more than thirty working days. The vendor shall be notified within this time frame if the equipment delivered is not in full compliance with the specifications.

#### 2 INVOICING

2.1. When submitting invoices, Vendor shall submit one original and one copy of each invoice referencing the *“Multi-Band Mobile & Portable radios and associated equipment”* to the following address:

Town of Emerald Isle  
Accounts Payable  
7500 Emerald Drive  
Emerald Isle, NC 28594

#### 3 PROMPT PAYMENT POLICY

3.1 Payments will be made within thirty days after the Town receives an invoice for radio equipment which been received and accepted by the Town. The Vendor may charge a late fee for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the Town in the event:

3.1.1. There is a bona fide dispute between the Town and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

3.1.2. The terms of a federal contract, grant, regulation, or statute prevent the Town from making a timely payment with Federal Funds; or

3.1.3. There is a bona fide dispute between the Vendor and a subVendor or between a subVendor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

3.1.4. The invoice is not mailed to the Town in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

## PART III

### INSURANCE AND BONDING

#### 1. INSURANCE

1.1 The Vendor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to the Town. As part of the bid package, the vendor shall provide the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holders."

1.2 For the purpose of the contract, the Vendor shall carry the following types of insurance in at least the limits specified below: The Vendor agrees to furnish proof of insurance for the last two (2) consecutive years along with certificates of insurance for the same in the amounts indicated below or other amounts as required by law, whichever is greater, to the Town with the initial bid proposal. The Town shall be included as an additional insured on the aforementioned policies.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers Compensation	Statutory	
Employer's Liability	Each Accident	\$1,000,000
Commercial General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Commercial Automobile Liability	Each Occurrence	\$1,000,000
Umbrella Excess Liability	Each Occurrence	\$5,000,000

1.3 As an alternative to the above, the Vendor may insure the above public liability and property coverage under a certificate of self-insurance, issued by the Commissioner or Motor Vehicles, equal to the foregoing limits of liability.

#### 2. Payment Bond

A Performance Bond is required from the Vendor receiving the Contract award in the amount of one hundred (100 %) of the total price submitted in the bid, and shall remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Vendor. The bond will be required at the time of the Contract signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds in the form provided in N.C.G.S 44A-33(a). Any other bond form must be approved in advance of Contract signing by Town's legal counsel. Attorneys-in-fact

who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the amount of one hundred (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Vendor would like consideration of an irrevocable letter of credit in lieu of a performance bond, he should notify the Town Manager as soon as practical after notice of preliminary selection as the Vendor. The terms of any irrevocable letter of credit must be approved by the Town's counsel.

## **ATTACHMENT A**

### **PURCHASE, DELIVERY AND TRAINING SCHEDULE**

Upon selection of a vendor, the anticipated schedule for this purchase is below. This schedule may be modified by the Town.

- January 2023- Emerald Isle selects vendor
- TBD- Delivery of equipment and training
- TBD-invoicing to Emerald Isle from selected vendor

**ATTACHMENT B  
PROJECT PRICING FORM**

*Please Complete and Return This Form with the Vendor's Response*

<b>GRAND TOTAL BID \$:</b>	\$
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**Itemized costs**

<b>Portable Radio</b>	<b>Price</b>	<b>Vendor's remarks</b>	<b>Model</b>
All band portable Radio (Qty-55)			
TDMA Operation (Qty-55)			
3Y essential service (Qty-55)			
Smartzone Operation (Qty-55)			
Case Housing (Green) (Qty-27) (Black) (Qty-28)			
Charger, Single-Unit, Vehicular (Qty-41)			
Charger, Single-Unit, Desktop (Qty-24)			
Audio Accessory- Remote Speaker Microphone, OTTO 500, (Qty-28)			
Audio Accessory- Remote Speaker Microphone, Revo NC2, (Qty-27)			
Device Programming (Qty-55)			

Mobile Radio	Price	Vendor's remarks	Model
All Band Mobile Dual Deck, Single Head/ Remote Mount (Qty-47)			
All Band Mobile Dual Deck, Dual Head/ Remote Mount (Qty-5)			
All Band Mobile Radio Duel Deck/ Dash Mount (Qty-1)			
Spkr 15W Water Resistant (Qty-53)			
All Band Mobile antenna (7/8/V/U) (Qty-59)			
TDMA Operation (Qty-53)			
3 Year Essential SVC (Qty-53)			
TrueVoice noise cancellation or equivalent (Qty-53)			
P25 Trunking Software (Qty-53)			
Device Installation (Qty-53)			





FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

## ATTACHMENT D

### Federal Required Clauses – updated July 2022

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 (“2 CFR 200”), including Appendix II to such Part (“Appendix II”).

In addition, the Parties agrees as follows:

1. The Town is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor’s compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. The Town may, at its sole discretion, terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. This Agreement may be amended only by written document executed by a duly authorized representative of each of the parties.
4. **Equal Employment Opportunity**  
Applicable to federally assisted construction contracts. The following clause shall be inserted.

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

- (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

- (4) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (8) 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 subVendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subVendor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subVendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subVendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act, as applicable, to the Vendor's performance pursuant to this Agreement. *The Davis Bacon Act is applicable to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and the Transit Security Grant Program. It **DOES NOT** apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.* If the Davis-Bacon Act is not applicable, the Copeland Anti-Kickback Act is not applicable. In the event the two acts apply to a federal grant the required contract language can be found in at 29 CFR §5.5(a)(1)-(10).
6. Contract Work Hours and Safety Standards Act

*Applicability.* This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) *Overtime requirements.* No Vendor or sub-Vendor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such 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.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Vendor and any subVendor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subVendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Town of Emerald Isle, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subVendor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subVendor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The Vendor or subVendor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subVendors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subVendor or lower tier subVendor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. Rights to Inventions Made Under a Contract or Agreement

This clause is not applicable to the FEMA Public Assistance Program, but may be applicable to other federal grant or cooperative agreement programs. The clause is required for funding agreements relative to performance of experimental, developmental or research on behalf of the federal government under a funding agreement as defined by 37 CFR §401.2(a). Specific language of the clause can be found in 37 CFR Part 401.

8. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

a. Clean Air Act

- (i) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.

- (ii) Vendor agrees to report each violation to The Town and understands and agrees that The Town will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- (iii) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (i) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (ii) Vendor agrees to report each violation to the Town, the Vendor understands and agrees that The Town will, in turn, report each violation as required to assure notification to North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA) and appropriate Environmental Protection Agency Regional Office.
- (iii) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Vendor 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 related in any way to the performance of this Agreement.
- c. This certification is a material representation of fact relied upon by the Town. If it is later determined that Vendor 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 the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor 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 Agreement is valid and throughout the period of any contract that may arise from the performance of this agreement. The bidder or vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Compliance with Byrd Anti-Lobbying Amendment

- a. Vendor hereby certifies to the best of its knowledge that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor,

to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) 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, Vendor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Vendor 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. Vendors 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.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.
- d. By executing this Agreement, Vendor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

## 11. Procurement of Recovered Materials

- a. In the performance of this Agreement, Vendor 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.
  - b. 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>.
- 12. 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 (Interim), 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 Vendor and its subVendors 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 services that uses covered telecommunications equipment or services as 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; or
      - (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 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 Vendors from providing:
      - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
      - (ii) 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:
  - (i) 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.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting Requirement.
  - (1) In the event the Vendor 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 Vendor is notified of such by a subVendor at any tier or by any other source, the Vendor 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 Vendor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the 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) With 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 Vendor 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 Vendor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### 13. Domestic Preferences for Procurements

- (a) As appropriate and to the extent consistent with law, the Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- (b) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 14. Affirmative Socioeconomic Steps



If subcontracts are to be let, the prime Vendor is required to take all necessary steps identified in 2 C.F.R. §200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus vendors are used when possible. Those steps are outlined below:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever there are potential sources.
- Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participations by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15. Access to Records

The following access to records requirement applies to this Agreement:

- a. Vendor agrees to provide, the Town, the North Carolina Department of Public Safety, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Use of DHS Seal

Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Vendor shall include this provision in any subcontract.

17. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion the Agreement only. The Vendor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation of Federal Government

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

19. Program Fraud and False or Fraudulent Statements or Related Acts

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

20. License and Delivery of Works Subject to Copyright and Data Rights

Applies to contracts related to producing copyrightable subject matter and/or data and provides the federal government certain rights as defined in 2 CFR §200.315(b) and (d).

The Vendor grants to the Town of Emerald Isle, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in performance of this contract, the Vendor will identify such data and grant to the Town of Emerald Isle or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Vendor will deliver to the Town of Emerald Isle data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Emerald Isle.

21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (reference Homeland Security Acquisition Regulation (HSAR 3052.204-71 Vendor Access)

- (a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense homeland security or foreign policy. This definition includes the following categories of information:
- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as

- amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PClI Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
  - (c) Vendor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Vendor's employees shall be fingerprinted, or subject to other investigations as required. All Vendor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
  - (d) The Contracting Officer may require the Vendor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence or security concerns.
  - (e) Work under this contract may involve access to sensitive information. Therefore, the Vendor shall not disclose, orally or in writing, and sensitive information to any person unless authorized in writing by the Contracting Officer. For those Vendor employees authorized access to sensitive information, the Vendor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Vendor shall include the substance of this clause in all subcontracts at any tier where the subVendor may have access to Government facilities, sensitive information, or resources.

22. Conflicts of Interest: Gifts and Favors

Vendor understands that the Town will use federal funds to pay for the cost of this contract and the regulatory requirements (including, without limitation, 2 C.F.R. 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and 234.3(a)).

Vendor certifies to the Town that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer or agent of the Town involved in the selection, award, or

administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Vendor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Vendor. Should Vendor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Vendor shall promptly disclose the same to the Town in writing. Vendor certifies to the Town that it has not provided, nor offered to provide, any gratuities, favors or anything of value to an officer, employee, or agent of the Town. Should Vendor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer employee, or agent described in the preceding sentence after the date hereof, Vendor shall promptly disclose the same to the Town in writing.

23. Assurances of Compliance with Title VI of the Civil Rights Act of 1964  
Vendor and any SubVendor, or the successor, transferee, or assignee of Vendor or any SubVendor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 U.S.C. Part 22, and herein incorporated by reference and made a part of this Contract.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

APPENDIX A, 44 C.F.R. PART 18 –

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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.

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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Vendor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Vendor's/Vendor's name

\_\_\_\_\_  
Signature of Vendor's/Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's/Vendor's Authorized Official

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

IRAN DIVESTMENT ACT CERTIFICATION

**Purchase of Multi-Band Mobile & Portable radios  
and associated equipment**

Vendor hereby certifies that he, and all subVendors, are not on the Iran Final Divestment List (“List”) created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. If awarded the contract, Vendor shall not utilize any subVendor that is identified on the List.

\_\_\_\_\_  
Vendor’s/Vendor’s name

\_\_\_\_\_  
Signature of Vendor’s/Vendor’s Authorized Official

\_\_\_\_\_  
Name and Title of Vendor’s/Vendor’s Authorized Official

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

CERTIFICATION OF NO DEBARMENT OR SUSPENSION

**Purchase of Multi-Band Mobile & Portable radios  
and associated equipment**

Vendor/Vendor acknowledges that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 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.

Vendor/Vendor certifies that at the time of making his proposal, and if selected as the Vendor, at the time of contract execution, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

\_\_\_\_\_  
Vendor's/Vendor's name

\_\_\_\_\_  
Signature of Vendor's/Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's/Vendor's Authorized Official

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

**Small and Minority Business, Women’s Business Enterprises (SMWBE), and Labor Surplus Area Vendors Utilization Plan**

<b>Company Name (Vendor):</b>	
<b>Project Name:</b>	Purchase of Multi-Band Mobile & Portable radios

2 CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women’s business enterprises, and labor surplus area vendors are used when possible. The Town requires that vendors, **if subcontracts are to be let**, to take affirmative steps as cited in RFP Section 4.27 Small and Minority Businesses, Women’s Business Enterprises (SMWBE), and Labor Surplus Area Vendors Opportunity Program Requirements. Please describe your firm’s plan for identifying and potential use of SMWBE and Labor Surplus Area Vendors. Additional pages may be attached, as necessary.

If **no** subcontracts are to be let, please certify by signature below.

\_\_\_\_\_ (Vendor Name) certifies that no subcontracts are to be used in the performance of this work.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date