



**BID, CONTRACT AND PROJECT REQUIREMENTS**  
*For*

***Open Shelter Building***  
***For***

***Iredell County Agricultural Center located at  
444 Bristol Drive, Statesville, NC 28677***

**INFORMAL BID INVITATION**

**BID #21-455-IC-CARES-01**

**\*\*MANDATORY PREBID MEETING\*\***  
**10:00 AM Wednesday, May 12, 2021**

Meeting to take place in parking lot behind the building

**DEADLINE FOR SUBMITTING BIDS**  
**4:00PM Tuesday, May 18, 2021**

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**FOR ALL QUESTIONS CONCERNING BIDDING, CONTRACT, PROPOSAL SUBMISSION &  
TECHNICAL SPECIFICATIONS**

*Contact~*

**Mrs. Antonia Stines**  
Purchasing Specialist  
200 S. Center St. Box 788  
Statesville, NC 28677

[antonia.stines@co.iredell.nc.us](mailto:antonia.stines@co.iredell.nc.us)

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### A. INTRODUCTION

Iredell County is requesting informal bids from contractors to provide all labor, equipment and materials to deliver the “turn-key” installation of an open shelter, walkway and other site work as outlined in this bid package. The contractor is responsible for all necessary permits, safety and site control. The property is to be left clear of all debris, level graded and stable.

Federal CARES Funds will be used to purchase these units for this program and all expenditures must meet all grant requirements.

**A mandatory pre-bid visit for contractors will be held at 10:00 AM, Wednesday, May 12, 2021 at the site. Only bids from contractors who register and attend the entire of this meeting will be accepted and considered for award.**

At the conclusion of this meeting, attendees will be able to look at and further discuss the site.

As Iredell County continues to monitor developments related to the COVID-19, we are also taking precautionary measures to limit the potential spread of the virus. Iredell County will have available hand sanitizer as a preemptive measure to keep in compliance with CDC recommendations along with practicing safe distancing to ensure the safety of our vendors and our staff. Iredell County will not require nor supply face mask, this will be left to you the vendor to bring to use. Iredell County also requests that any vendor who has been diagnosed with, or is showing signs of COVID-19 should not attend this meeting but should send another representative.

At the conclusion of this meeting, attendees will be able to look at and further discuss the site. Only bids from contractors who attend and register during this meeting will be accepted and considered for award.

All question regarding this RFB must be submitted in writing no later than **2:00 PM, Friday, May 14, 2021** by email to:

Mrs. Antonia Stines  
Purchasing Specialist  
[antonia.stines@co.iredell.nc.us](mailto:antonia.stines@co.iredell.nc.us)  
704-878-3045

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

After project award, the lead agency for project management and oversight will be the Facility Services Field Manager.

Ronnie Lee  
[ronnie.lee@co.iredell.nc.us](mailto:ronnie.lee@co.iredell.nc.us)  
Phone 704-902-4478

**SCHEDULE OF EVENTS:**

05/05/2021	Bid Release
05/12/2021	10:00 AM – Wednesday, MANDATORY Pre-bid
05/14/2021	2:00 PM – Friday, Last Day for Questions
05/18/2021	4:00 PM – Tuesday, Deadline for submitting Bids

**B. GENERAL BID & DOCUMENT REQUIREMENTS**

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

1. Bidders must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended and as appropriate, which collectively govern bidding and contracting procedures for government projects in North Carolina.
2. Bids submitted in response to this request will be governed by all N.C. General Statute, Iredell County Purchasing Ordinance and the general provisions outlined in this request.
3. **When statutorily applicable**, all bidders for construction, renovation or improvement projects costing \$30,000 or above must hold a current, proper North Carolina General Contractor’s license for the project at the time they submit their bid. It is the Contractor’s sole responsibility to ascertain licensing requirements for this project.

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**“North Carolina General Statute § 87-1. "General contractor" defined:**

(a) For the purpose of this Article any person or firm or corporation who for a fixed price, commission, fee, or wage, undertakes to bid upon or to construct or who undertakes to superintend or manage, on his own behalf or for any person, firm, or corporation that is not licensed as a general contractor pursuant to this Article, the construction of any building, highway, public utilities, grading or any improvement or structure where the cost of the undertaking is thirty thousand dollars (\$30,000) or more, or undertakes to erect a North Carolina labeled manufactured modular building meeting the North Carolina State Building Code, shall be deemed to be a "general contractor" engaged in the business of general contracting in the State of North Carolina.”

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Iredell County does not provide training, prescreening or pre-determination of a bidder’s or contractor’s eligibility, except for the County’s own convenience. Iredell County is neither responsible nor liable for any misunderstanding or misinterpretation of applicable statute nor any cost or expense caused by such. Iredell County may, however, hold as liable any bidder submitting a bid for which they do not hold the applicable license to perform.

Bidders are personally responsible for being familiar with, understanding, and complying with the entirety of North Carolina General Statute Chapter 87, as well as all other NC General Statute applicable to their participation in any bid or project in North Carolina. Failure to make oneself familiar with, or ignorance of, applicable statute neither alleviates nor relieves such bidders from the penalties or processes noted within NC General Statute including NC.G.S. §87-13 & 13.1, which generally state that any bidder not holding the appropriate contractor’s license at the time of submitting a bid for any project noted within the Chapter is guilty of a Class 2 Misdemeanor.

4. Iredell County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.

5. Iredell County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Iredell County reserves the right to take exception to or waive any item in the bid.
6. **BID AND CONTRACT: Please Read Carefully:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Iredell County's terms and conditions, including here by reference Iredell County's Purchase Order Terms and Conditions and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Iredell County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals *may* be considered during the bid review process but will remain subject to rejection at the sole discretion of Iredell County in favor of any bid containing conditions more favorable to the County. Iredell County accepts no counter terms/conditions unless specifically agreed upon in writing by Iredell County prior to contract award. **Regardless**, proposals taking total exception to Iredell County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Iredell County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
7. **Bid Submissions, Bid Evaluation and Contract Award:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. Product specifications will be used to evaluate product offered, installation, services, etc. All informal contracts for construction, installation or repair work shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. In making a determination of responsibility, Iredell County may use criteria such as:
  - Compliance with bid package requirement
  - Contractor's qualifications
  - References
  - Financial ability
  - Insurance coverage
  - Etc.
8. All bids for combinations of work and product must be accompanied by the vendor's proposed start and completions schedule or timeline and other pertinent project data.
9. It is the responsibility of all respondents to contact Iredell County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.
10. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
11. All bid proposals must be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include the following:
  1. Cover Letter or Cover Sheet identifying Contractor

2. Signed Bid Proposal and Terms Acceptance Sheet broken down according to Project Specifications below
  3. Statement including time from award notification to completion
  4. General Product Specifications Sheets – while product to be used is not specified, contractor must provide adequate information about the product it is proposing with its bid to allow subjective evaluation
  5. List of references for jobs of similar size, scope and specification.
12. Bid Proposal and Terms Acceptance Sheets should clearly present the following information:
- a. Project Name: **Bid #21-455-IC-CARES-01: Open Shelter Building**
  - b. Complete cost offer for project according to specifications presented and broken down according to bid sheet
  - c. Delivery Schedule: Show Number of days or weeks following receipt of approved purchase order and approved submittals. \*Delivery and completion period will be a consideration for award.
  - e. **Proposal Page must be signed** by an individual authorized by the contractor to bind the company to a contract and must clearly show the individual's title, company name and date.
13. **This is an informal bid process.** Bids should be submitted on the form included within the package clearly marked: **Bid #21-455-IC-CARES-01: Open Shelter Building**
14. **DELIVERY OF BIDS:**

**\*\*\*Scanned bids may be sent electronically and WILL BE accepted by email at [antonia.stines@co.iredell.nc.us](mailto:antonia.stines@co.iredell.nc.us)**

To be considered, bid proposals must be signed and complete, in 8-1/2 x 11 inch format. If hand delivered or sent by overnight courier, they should be stapled once, **and** include one (1) original and one (1) copy of the originally signed and complete bid proposal in the same format.

**MAILING INSTRUCTIONS:**

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

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

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

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

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
<b><u>Bid #21-455-IC-CARES-01: Open Shelter Building</u></b> <b><u>Iredell County</u></b> <b><u>Attn: Antonia Stines, Purchasing Specialist</u></b> <b><u>P. O. Box 788</u></b> <b><u>Statesville, NC 28687</u></b>	<b><u>Bid #21-455-IC-CARES-01: Open Shelter Building</u></b> <b><u>Iredell County</u></b> <b><u>Attn: Antonia Stines, Purchasing Specialist</u></b> <b><u>200 South Center Street</u></b> <b><u>Statesville, NC 28677</u></b>

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for **4:00 PM Tuesday, May 18, 2021**. By NC General Statute, Informal bids are not public knowledge until after award.

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

15. Mailed bids or bids sent by any delivery service in that service's envelope must be included in a separate envelope clearly marked as above and placed inside the mailing envelope.
16. Iredell County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Iredell County to award a contract to a bidder.
17. Upon award, this document becomes the contract document for the noted project. In case of default of an awarded contractor, Iredell County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
18. **PAYMENT:** In lieu of bid and performance bonds, **full payment will be made by check within thirty-days after project completion and final inspection and notification of acceptance is given to the Purchasing Agent by the Facility Services Manager or assign.** Once proof of acceptance is received, the Iredell County Purchasing & Contracts Manager or other authorized County staff will code, sign and process an original invoice for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
19. On occasion, to promote and assist small or minority business participation, Iredell County may approve a prepayment of a percentage of project materials cost, up to a maximum of 30% of the bid, to facilitate the purchase and placement of project materials. To qualify, contractor must include a request with their bid providing adequate basis and justification for pre-payment. Iredell County will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no bid is to be submitted contingent on prepayment. If pre-approved, payment will be made after an invoice for materials that have been delivered and on-site has been submitted to the County Construction Specialist.
20. **TAXES:** It is Iredell County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Iredell County property taxes. In the event the lowest, responsive bidder is found delinquent, Iredell County reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
21. Iredell County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Iredell County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.

22. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to the bid amount and this agreement. Signature also denotes agreement that the terms and conditions of this bid & contract document shall override all other terms and conditions, regardless of form or delivery.

### C. CONTRACT TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the awarded contractor, Iredell County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Iredell County may immediately terminate for cause all existing contracts between Iredell County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier or later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Iredell County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Iredell County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Iredell County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Iredell County may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and

b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Iredell County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

11. **GENERAL INDEMNITY:** The contractor shall hold and save Iredell County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that Iredell County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Iredell County's agents who are involved in the delivery or processing of contractor goods to Iredell County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. North Carolina General Statute 153A-449, as amended, states "No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes." Therefore any contractor who employs 25 or more employees, or who engages a subcontractor who employs 25 or more employees, and enters into a contract with the County, must comply with N.C.G.S. § 64-25, *et seq.*

All vendors and contractors bidding on contracts with Iredell County must submit, with their bid, a fully and properly executed affidavit verifying compliance with Article 2, Chapter 64 of the North Carolina General Statutes; alternatively, if the contractor is not required to comply with this statute because it employs less than 25 employees, then the contractor shall attest to such fact in its affidavit. In addition, any contractor or vendor engaging the services of a sub-contractor(s) must in turn verify that all of its sub-contractors are in full compliance. The affidavit is included in this bid document. Failure to return the affidavit may render your bid nonresponsive.

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

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

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



prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

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

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

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

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

#### **D. MINIMUM INSURANCE REQUIREMENTS**

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

Minimum Insurance Coverage Limits:

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

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County. The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

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

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

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

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

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

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

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

### **RISK CONTROL**

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

All subcontractors shall be subject to the same requirements.

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

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

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

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

## **E. FEDERAL REQUIRED CONTRACT CLAUSES**

**!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses as mandated by the Federal Government.**

These Federal Required Contract Clauses are incorporated into the contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

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

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

**1. Drug Free Workplace Requirements**

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

**2. Contractor Compliance**

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

**3. Conflict of Interest**

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

**4. Mandatory Disclosures**

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

**5. Clean Air Act and The Federal Water Pollution Control Act**

**Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

**Federal Water Pollution Control Act:**

(1) The contractor 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.

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

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

#### **6. Access to Records and Reports**

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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.

(3) The Contractor 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.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor 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.

#### **7. No Obligation by Federal Government**

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

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

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

#### **9. Changes**

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

#### **10. Termination**

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

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

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within ten (10) days of receipt of written notice of default from the non-defaulting party; or

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

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

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

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

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

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

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

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

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

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

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

**(9) Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including

but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

## **11. Remedies**

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

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

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

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

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

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

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

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

## **12. Debarment and Suspension**

(1) 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 contractor is required to verify that none of the contractor's 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

## **13. Equal Employment Opportunity**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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 contractor 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 contractor'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 contractor 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 contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions 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 subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractors and subcontractors 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 contractor debarred from, or who 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 contractors and subcontractors 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.

#### **14. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.



(2) Contractors are 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

#### **15. Copeland “Anti-Kickback” Act**

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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

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

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

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

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

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

Contracts involving experimental, developmental, or research work.

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

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

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

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

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

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

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

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

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

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

### **18. Procurement of Recovered Materials**

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

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

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

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**19. Safeguarding Personal Identifiable Information:**

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

**20. Federal Agency Seals, Logos, and Flags**

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

**21. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**22. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that Federal CARES Act financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

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## **F. GENERAL PROJECT SPECIFICATIONS, SCOPE OF WORK, ETC.**

### **Scope/Statement of Work for AG Open Shelter**

The awarded contractor shall provide all labor, materials, equipment and supervision to provide and deliver the “turn-key” installation of an open shelter, walkway and other site work as outlined in the bid package which also include referenced drawings and specifications for this project behind Iredell County Agricultural Center located at 444 Bristol Drive, Statesville, NC 28677.

All contractors shall during the mandatory prebid meeting familiarize themselves with existing conditions. Drawing provides area dimensions however it is responsibility of the contract to verify all numbers. All work shall be done by competent, skillful workmen in a substantial and craftsman-like manner.

All portions of the project shall comply with the latest editions of applicable volumes of the North Carolina State Building Code, as well as meet additional requirements and stipulations of local ordinances and local building code officials having jurisdiction.

**Contractor is responsible for obtaining all appropriate permits, licenses fees, inspections from City of Statesville, Iredell County or State as required. Contractor and all subcontractors to obtain all necessary permits and provide proof of Final Approval/Inspection(s) by all agencies having jurisdiction before making Application for Final Payment.**

All work must be coordinated with Iredell County Facility Services Field Manager to insure uninterrupted access to the site by the public and staff during normal business hours. It is the responsibility that contractors/subcontractors provide a clean and safe working area. Temporary barricades, directional signage, and other appropriate measures are the responsibility of the awarded contractor to insure the safety of their personnel, the public, and staff, as well as comply with all OSHA requirements and procedures.

The Contractor shall protect exposed surfaces adjacent to the work from physical damage resulting from construction activities. The Contractor shall clean, repair, or replace, as required any surface or area damages during the course of the work at no additional cost to Iredell County. Contractors are responsible for their own construction methods.

### **Scope of Work**

The Contractor shall provide all general site grading; sedimentation and erosion control work and be responsible for all temporary shoring and bracing required.

1. Contractor is responsible for all general site grading, sedimentation and/or erosion control work.
2. Iredell County will be responsible for soil testing.
3. All concrete shall have a minimum 28 day compressive strength of 3000 PSI and shall be vibrated in place during placement.
4. Reinforcing for concrete shall conform to ASTM A-615, grade 60
5. All welded wire fabric shall conform to ASTM A-185
6. The foundations have been designed based on an assumed allowable soil bearing pressure of 2500 PSF indicating assumed soil properties as allowed by NC Code. Actual soil conditions shall be verified by a geotechnical engineer immediately following foundation excavation. Structural engineer shall be notified of any questionable soil conditions for consideration of possible changes in design of

foundations show on the provided drawing.

7. All lumbar shall be new, pressure treated, No. 1 minimum grade, southern pine, unless otherwise noted. All fasteners specified shall be hot-dipped galvanized. All nails specified are common nails.  
Engineered Lumber: Fb min. = 2600 psi      E min. = 2,000,000 psi
8. **Walkway – 4x6:** Need to excavate, build formwork, pour/level and smooth concrete to build a 4”thick, 4 ft. x16 ft. walkway, starts from center of shelter to open road. The walkway must be ADA Compliant.
9. **Attachment A is the Architectural Design for the open shelter and provides all structural design requirements. Design Loads may be found under Appendix B.**
10. **Site Map for the placement for open shelter is found on Attachment B.**

### **Warranty**

Contractors warrant and/or guarantee for a period of **1 year** from date of Owner's acceptance, or longer for specific warranty stipulations, all material and workmanship installed under this contract to be of good quality in every respect and to remain so for predetermined periods as set forth in the Specifications. The Contractor shall correct defects that may occur as the result of faulty materials or workmanship, or otherwise nonconforming work, within **30 days or sooner** after notification by Iredell County, at no additional cost to Iredell County. The period of the Contractor's warranty(is) for any items herein are not exclusive remedies, and Iredell County has recourse to any warranties of additional scope given by the Contractor to Iredell County and all other remedies available at law or in equity. The Contractor's warranties shall commence with acceptance of/or payment for the work in full.

The Contractor shall pass along to Iredell County any additional warranties offered by the manufacturers, at no additional costs to Iredell County, should said warranties extend beyond the **1 year** period specified herein.

**G. BID SHEET & CONTRACT TERMS ACCEPTANCE FORM**

**Bid #21-455-IC-CARES-01: OPEN SHELTER BUILDING**

Company \_\_\_\_\_ GC Lic # \_\_\_\_\_  
(Attach Copy)

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

**OFFER**

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

**BID** \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ )

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

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

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

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

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions, become the entire contract to which Iredell County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- c) That this offer is not a “sham” offer and is made without collusion.
- d) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

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

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