



# **Request for Qualifications**

**For**

# **RADIO COMMUNICATIONS CONSULTING AND ENGINEERING SERVICES**

**22-536-RFQ-FG-01**

**Submission Deadline**

**3:00 PM, Tuesday, March 22, 2022**

~Contact~

David Sifford  
Purchasing Agent and Contracts Manager  
200. S. Center St./ PO Box 788  
Statesville, NC 28687  
704-878-5043  
[david.sifford@co.iredell.nc.nc](mailto:david.sifford@co.iredell.nc.nc)

## **I. Project**

Iredell County Emergency Communications Request for Qualifications for Consultant.

## **II. Statement of Professional Services Required**

Iredell County, NC (County) is soliciting Proposals from professional Radio Frequency Engineering and Communications Consultants to assist the County in developing design requirements for migration to a 700/800 MHz P25 radio system integrated with the State's VIPER system along with procurement process and implementation support services.

The consultant shall not be associated with the sale, installation or service of radio communications or mobile data systems. The selected firm must demonstrate familiarity with public safety police, fire, and emergency medical communications systems, operations and systems methodologies. The consultant firm must have an extensive track record and expertise in both mission critical radio system design and in-depth expertise in PSAP design and operations, as well as related technology systems and applications such as Computer Aided Dispatch (CAD), Records Management Systems (RMS), and NG 9-1-1 networks and telephony.

The County is soliciting statements of qualifications from offerors having specific experience and qualifications in the areas identified below. Proposals must contain evidence of the consultant's experience and abilities in the specified area and other disciplines directly related to the technical and operational assessment, procurement support and implementation oversight of mission critical communications infrastructure. Other information required by the County includes the submission of profiles and resumes of the staff available to be assigned to the project, references illustrating similar work performed and other information that clearly demonstrates qualifications and experience.

The County anticipates evaluating the proposals based on the qualifications, requirements and needs described here and identifying the firms that best meet these needs. One or two firms may be invited for follow-up interviews and pricing discussions in order to make a final selection of the firm that we believe will best support our specific goals and requirements.

## **III. Background**

Public safety agencies within Iredell County operate multiple radio systems. The County Sheriff's Office, Iredell County Fire, and Iredell County EMS are users on the State VIPER system with a tone and voice paging system used for Fire/EMS dispatch. The Sheriff's Office maintains a backup UHF system. The City of Statesville operates a 2-site E.F. Johnson 800 MHz P25 radio system, and the Town of Mooresville operates an 800 MHz P25 radio system interfaced with the Charlotte UASI radio system.

The County has a total of 13 Motorola MCC7500 Dispatch console operator positions

located at the Primary Public Safety Emergency Communications Center (ECC), 5 at the Mooresville Police Secondary Dispatch and 4 at the Statesville Dispatch Center.

The County is now facing several issues directly impacting all of our existing radio communications systems and recognizes the need to migrate all public safety agencies within the county to a shared simulcast radio infrastructure designed to meet the coverage and capacity needs of all users. Some of the specific items facing the County are:

- System Coverage
- Concerns over increased capacity due to county population growth and increasing demands for public safety services.
- Limitations related to interoperability including the following
  - Use of three disparate 800 MHz radio systems, each with a different coverage footprint
  - RF control station interfaces to the ECC console system requiring extensive use of system-to-system patching
- Inability for the dispatch center to have Priority on multiple radio systems
- Concerns of increasing costs to provide and maintain connectivity and a backup solution for three separate radio system.

The County seeks an independent public safety consulting and engineering firm to assist us in a variety of related areas supporting our efforts to effectively plan for and address these challenges. The County has identified three phases of the potential public safety communications systems upgrade:

#### Phase I – Design Requirements and Recommendations

- Conduct an in-depth operational assessment of current and future Radio/Wireless Communications requirements and needs of all stakeholders, and current and proposed system users. Information to be gathered includes equipment quantities, desired equipment features, operational requirements, and interoperability requirements, number of talk groups required, and desired accessories. Develop conceptual design including a determination on the number and location of radio sites required to meet the desired coverage levels. Review the findings and analysis with the project stakeholders to confirm the system design requirements.

The County is very interested in analyzing the option of partnering with the State VIPER system to meet in-county needs and at the same time enhance VIPER system coverage within the County.

The County envisions that there will be subsequent phases to this project to procure and implement the recommended solutions. The County reserves the right to retain the selected vendor for these subsequent phases if the County is satisfied with the work performed..

#### **IV. Qualifications**

The County is soliciting proposals from qualified, vendor independent, full-service firms who can provide direct assistance with assessing, planning, design, procurement and implementation oversight of the specific elements described in this RFQ. To this end, the offeror shall provide a description of how they would approach the overall project, as well as the specific tasks and approach they propose in order to accomplish the requested outcomes for each respective phase. This description should provide a high-level overview of the major milestones or key steps needed to insure the success of a project of this size. The firm's approach to assigning a project team shall also be described, including an organization chart showing the anticipated team members (by position or discipline) and the overall reporting structure.

In order to qualify for this solicitation, consultant should demonstrate the firm and/or current staff have qualifications in the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with all contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
  - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
  - Microwave and RF control link design and specification
  - Voice logging
  - Paging and Alerting systems
  - Radio interoperability
  - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.
- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.

- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56 as a full-time staff member.
- The firm must have at least one Professional Engineer licensed in North Carolina as a full-time staff member
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- The firm must demonstrate knowledge of various funding programs that support this initiative, including Commonwealth of Pennsylvania, federal grants including interoperability, homeland security and emergency management program grants.
- The firm must have demonstrated experience in having conducted work on land mobile radio systems and public safety answering point(s) at one or more Counties in North Carolina.
- Past experience in assisting North Carolina Counties in leveraging the State VIPER System assets to enhance County Public Safety Communications is highly desired.

The County requests that responding firms emphasize any full-service capabilities they offer relative to public safety communications and facilities. Full service means that the firm has extensive capabilities and experience “in-house” with the various consulting, engineering and project management disciplines that might be needed during the course of this project. For example, in addition to the typical technology-related aspects of this type of project, it is often necessary to acquire, develop and design tower / shelter facilities to support the infrastructure.

Other aspects that might require full-service capabilities could include any of the expertise areas listed below. In addition to directly addressing the approach and services offered by the proposer for supporting the requested elements and assessment of the County’s radio communications needs, the selected firm may be required to provide support in any of these related areas. Offerors shall address their capabilities to provide as-needed assistance in these areas pertaining to mission critical, day-to-day and emergency communications and telecommunications:

- NG 9-1-1 and related networks (ESInet)
- Administrative and operational policy development
- Communications center / emergency operations facility services
- Organizational studies
- Training services
- Mapping and Geographic Information Systems (GIS)
- Tower analysis, zoning processing, program development
- Automated Systems and applications for Public Safety such as Computer Assisted Dispatch (CAD), Mobile Data (MDC/MDT)
- Telephone Call Processing Equipment (CPE) and phone network design

- SCADA and remote monitoring systems

## V. Services Requested

For clarity and ease of reference, the County recognizes program completion may require multiple phases to address any potential public safety communications systems upgrade. Following the selection of a preferred consulting services provider or following a short listing of preferred providers, Iredell County will seek to delineate pricing and scope for the anticipated services which may include the following:

Phase I – Design Requirements and Recommendations

Phase II - Procurement Support Services

Phase III – Project Management and Implementation Support Services

This RFQ seeks a detailed response addressing the capabilities listed below that are provided by the proposing firm.

### Phase I Design Requirements and Recommendations

Under the direction of the County 911 Director their designee, the successful consultant will undertake the following assessments and provide the following services:

- Conduct a user needs assessment through an appropriate combination of surveys and interviews with all current or potential user agencies or stakeholders with the goal of determining design requirements for the new system.
  - Identify coverage levels provided by the agency's existing system to ensure the new simulcast design meets and exceeds current coverage levels
  - Determine areas where coverage improvements are desired
  - Current operational or feature shortcomings and future needs (i.e. encryption, location information, etc.)
  - Interoperability within the County and with surrounding counties and jurisdictions
  - Anticipated growth within the County and system requirements to accommodate that growth
  - Mobile or portable data and applications including GPS location
  - Dispatch and response practices related to the radio communications system
  - Identify and document anticipated future user applications, requirements or needs
  - Subscriber Unit quantity, condition and current life cycle status
- Conduct an overall technical assessment of the current Public Safety radio dispatch system operations including:

- Conceptual coverage design to determine the optimal radio sites to achieve the user-stated coverage requirements
  - Erlang-C analysis to determine the appropriate number of channels
  - Radio site analysis to determine upgrades required for radio sites included in the conceptual design
  - Microwave system feasibility analysis for loop-protected microwave including path studies and VIPER network integration
  - System reliability recommendations to include redundant RF and backhaul design
  - Preliminary frequency evaluation to determine if existing VIPER/Statesville/Mooresville frequencies can be utilized for the new countywide system
  - Regulatory determination regarding integration of Statesville public works and public utility users
- An assessment of the current dispatch facilities and related elements such as dispatch consoles, recorders, workstation furniture, space available for expansion, etc.
  - An assessment of the current County maintenance and system support practices and support issues on existing systems hardware and software
  - Develop a draft presentation summarizing the findings of the technical systems assessment and the findings of the operational assessment based on user interviews and surveys. The presentation shall provide the following sections or information at a minimum.
    - Summary of system requirements based on user feedback
      - Coverage levels
      - Capacity requirements
      - Interoperability requirements
      - Console requirements
      - Other requirements (i.e. encryption, data)
    - Coverage design including radio site selection
    - Radio site upgrades required to support the new system
    - Channel count required to meet a 1% grade of service including both local and State users
    - Microwave backhaul network design
    - Preliminary frequency plan
  - Review findings and recommendations with project stakeholders to confirm agreement with direction

- Review findings and recommendations with VIPER to confirm proposed system upgrades can be accommodated

## Phase II – RFP Procurement Support Services

The Consultant shall support discussions and negotiations with the State of North Carolina VIPER staff and their radio system vendor to develop specifications for the required system upgrades and functional requirements of the system and to establish reasonable pricing for equipment and services;

- Work with VIPER staff and the State’s Radio System vendor to develop a Functional System Design that will meet Iredell County user needs to include desired radio system coverage, capacity and features. The Consultant shall develop a functional system design that addresses the following:
  - Most appropriate current technologies;
  - Radio coverage requirements;
  - Requirements to achieve regional interoperability goals;
  - Radio channel/spectrum requirements;
  - Requirements for radio sites and equipment;
  - Equipment installation requirements;
  - Required system performance, reliability and availability; and coverage
  - Transition plan
- Prepare Technical Specifications and Procurement Documents using the Radio System Functional design plan developed above. The Consultant shall develop the Technical Specifications for the system in a Request for Proposal (RFP) format. The Technical Specification developed shall be functional and performance-based rather than a dictated specific system design approach. Thus, the document shall define the functions that need to be supported, the services required, and the performance that must be achieved. The RFP shall be designed with intent of soliciting a proposal from Motorola Solutions for integration with the VIPER system.
- The document shall include RF system hardware, dispatch workstations, software, network, connectivity hardware, and antenna systems and backup power systems (if required). This specification shall:
  - Focus on system and facility functional requirements and performance;
  - Include the functional requirements of the radio users;
  - Provide for system scalability and integration through standard interfaces;
  - Ensure P25 Standards compliance;
  - Define installation standards;
  - Detail system reliability, service, and support requirements;

- Include radio console (workstation) and interface requirements to external systems;
  - Describe a radio design which meets the required call volumes and coverage requirements;
  - May include legacy system compatibility whenever possible (maximize existing assets and services);
  - Maximize redundancy, fault-tolerance, and back-up/recovery capabilities;
  - Address interoperability issues and guidelines;
  - Provide for technical and operational training, including related training documentation and methodology;
  - Provide guidelines for equipment and coverage acceptance test procedures;
  - Provide support and ongoing maintenance requirements for both hardware and software;
  - Develop Milestone Payment Schedule: The Consultant shall develop and submit a recommended milestone payment schedule for payments during project implementation.
- The draft RFP with technical specifications and procurement documents for shall be provided to the County's project team for review and validation. Following internal review, the Consultant shall meet with the County's project team to clarify any questions and document any changes required and incorporate these into the final version of the RFP.
  - Consultant will endeavor to ensure that the County is receiving fair and reasonable pricing for equipment and services, and that all functional performance criteria will be met and guaranteed by the vendor.
  - It is envisioned that multiple planning and negotiation sessions with the Radio System vendor will be necessary.

### Phase III – Project Management and Implementation Support Services

Once vendor(s) for the system is selected and contracts executed, the County desires the consultant to provide Project Management and Implementation oversight and coordination services throughout the installation Phase.

- System Implementation Support Tasks
  - Facilitate and provide technical support for project kick-off meetings.
  - Review, comment, and provide recommendations to the County (where appropriate) on project documentation, proposed designs, and schedules submitted by the vendors.
  - Participate in project meetings, providing inputs and comments on meeting agendas and minutes, and action items.
  - Monitor overall project schedule

- Develop and provide monthly updates to project web site
- Perform regulatory management processes and filings to include FCC licenses, site leases, and antenna structure registrations where necessary.
- Provide technical support for local zoning and planning hearings
- Provide oversight of the vendor's site development/construction tasks.
- Provide independent review of site development and construction activities. Maintain site development punch list and track vendor remediation.
- Develop and maintain a Risk Management Matrix for identified project risks. Report on risk management and mitigation weekly.
- Provide Subject Matter Experts and provide comments/recommendations during the customer and detailed design review processes.
- Review vendor manufacturing orders and inventory of all equipment
- Provide oversight and inspection of infrastructure installations and subscriber equipment implementation
- Assist with fleet map and radio template development.
- Assist with interoperability planning
- Maintain a project punch list and issues log throughout implementation
- Collaborate with vendor, County personnel and field users to develop detailed procedural cutover plans
- Review final system documentation

Deliverables: Monthly status reports, project management plan and schedule, regulatory filings, punch list, risk matrix

- Acceptance Testing Support Tasks

- Review, edit, and make recommendations to vendor acceptance test and coverage test plans
- Attend radio system Factory Acceptance Testing with subject matter experts and County personnel.
- Attend microwave network Factory Acceptance Testing
- Provide oversight and subject matter experts during logging recorder acceptance testing
- Attend and oversee radio system Field Acceptance Testing for proper operation of all system components and sub-systems.
- Provide oversight and subject matter experts throughout the duration of the coverage acceptance testing
- Review coverage acceptance testing results and provide recommendations to the County
- Coordinate coverage acceptance testing with field users and facilitate participation

- Training and User Education Support Tasks

- Coordinate and facilitate up to four user educational sessions designed to educate field users on the technology and operational transition issues and benefits
- Review vendor training materials and provide support to facilitate training sessions
- Coordinate and facilitate interoperability planning with field users

## **VI. Instructions to Proposers**

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- E. Attachments
- F. References

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals. The evaluation panel may revise the elements by adding or removing elements as it deems appropriate and redistributing the points for each element.

### **A. Professional Qualifications - 25 points**

1. State the full name and address of your Firm and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of North Carolina.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. Include list of positions and standard hourly rates.
4. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

### **B. Past Involvement with Similar Projects - 25 points**

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 Points

Provide a detailed and comprehensive description of how the Firm intends to provide the services requested in this RFQ. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the County, communication and coordination, the working relationship between the Firm and County staff, and the Firm's general philosophy in regards to providing the requested services.

Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items

D. Legal Status of Consultant – 10 Points

Must include all litigation or other legal action taken against Firm or that Firm was involved in within the last five years, to include disposition of each case.

E. References – 10 Points

Must provide a minimum of five (5) references including primary contact name, address, phone number, email, and project information.

**VII. Proposal Evaluation and Selection Process**

1. Iredell County intends to select the most qualified firm(s) on the basis of best overall qualifications package that, in its sole opinion, is most advantageous to the County.
2. An Evaluations Committee (the Committee) will be appointed to evaluate each qualifications package. The Committee will identify strengths, weaknesses, deficiencies and risks associated with each Firm according to the above-described criteria and point system (A through E).
3. A proposal with all the requested information does not guarantee the proposing Firm to be a candidate for additional consideration. The Committee may contact references to verify material submitted by the Firm.

4. The ranking of proposals and recommendation of any Firm is the sole responsibility of the Committee. Selection may be based solely on the individual merits of one Firm depending on the findings and opinion of the Committee or the Committee may choose to create a short-list of firms for further evaluation and consideration.
5. If a short list is created, the Committee may choose to schedule interviews with any, all, or none of the selected Firms. If interviews are to be held, selected Firm(s) will be given the opportunity to bring in their interview team to discuss their qualifications, past experience and proposed work plan in more detail.

The Firm's interview team must include the Firm's project team members expected to complete a majority of work on the project, but no more than six members. The interview shall consist of a presentation of up to thirty minutes (length will be provided by the Committee) by the Firm, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The Committee may record the interviews for review. Interviewed Firms will then be re-evaluated according to the above criteria (A through E), and adjustments to scoring made as appropriate.

6. Manager/Board Approval and Contract Negotiation/Execution: The Committee's recommendation of the highest rated Firm will be presented to the County's Manager or Board for approval and authorization to begin negotiations for an agreeable contract and fees. If after discussion and negotiation, a mutually agreeable agreement and fee is not successful, negotiations will be terminated and the County may enter into negotiations with the second highest rated firm, and so on.
7. All Firms who submit a Statement of Qualifications will be notified of the selection results.

### VIII. Project Timeline

The proposed key activities and milestone dates for the project include:

<u>Activity</u>		<u>Milestone Date</u>
RFQ Announced and Distributed		2/22/2022
Deadline for Respondent Questions	5:00 PM	3/4/2022
Deadline for Addenda Posting	5:00 PM	3/8/2022
Proposal Submission Deadline	3:00 PM	3/22/2022
Firm interviews and site visits, if needed	TBD/Week of	3/28/2022
Recommend to Board of Commissioners for approval		4/19/2022
Necessary Selected Firm Notification and Contract Negotiation	TBD	

### IX. Submission of Proposal Packages

1. Qualifications Submittals shall include One (1) complete original qualifications package in hardcopy, 8 1/2" x 11", side bound (or single stapled – left upper corner) with Table of Contents and reference tabs for key sections. Submittals shall not exceed sixteen (16) pages single-sided, or eight (8) pages double-sided (\*\*Front/back covers, table of contents, tab pages and photographs are excluded from these page totals).

**AND**

2. One (1) electronic copy on USB Drive or DVD/CD (No SD Cards).

To be considered, submissions must be received at the following address no later than **3:00 PM Tuesday, March 22, 2022:**

If delivered in person or by FedEx/UPS:

Iredell County  
Attn: David Sifford, Purchasing & Contracts  
Manager 200 South Center Street  
Statesville, North Carolina, 28677

If by USPS:

Iredell County  
Attn: David Sifford, Purchasing &  
Contracts Manager PO Box 788  
Statesville, North Carolina, 28687

**XI. General Conditions of the Request for Qualifications**

- A. Any and all cost incurred by respondents in preparing or submitting a statement of qualifications for the project shall be the respondents' soleresponsibility.
- B. All submissions, responses, inquiries or correspondence relating to this RFQ will become the property of Iredell County when received.
- C. Written questions regarding this Request for Qualifications will be accepted through **5:00 PM EST., Friday, March 4, 2022** and must be submitted to the Iredell County Purchasing and Contracts Manager, David Sifford, [david.sifford@co.iredell.nc.us](mailto:david.sifford@co.iredell.nc.us) questions received by the deadline date and time will be answered by addendum and sent to all known recipients and posted to Iredell County's online bid page at [http://www.co.iredell.nc.us/481/Current-Bids- RFPs](http://www.co.iredell.nc.us/481/Current-Bids-RFPs).

Contact with other County Staff during this RFQ process may be grounds for disqualifications

- D. Iredell County reserves the right to: accept or reject any and all submissions received in response to this Request for Qualifications; to cancel the RFQ process at any time; to request additional information or clarification of information provided in a response without changing the terms of the Request for Qualifications; to elect not to proceed with any of the respondents; to modify the scope of the work; to re-solicit RFQs; or choose not to award for any reason.

**XII. FEDERAL FUNDING CONDITIONS**

The source of funds for this contract is federal funds, and the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); David 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)

#### 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 16 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 17 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 9 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 17 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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.

#### DAVIS-BACON ACT

Compliance with the Davis-Bacon Act. a. 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 29C.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. b. 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. c. Additionally, contractors are required to pay wages not less than once a week.

#### COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act. a. 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. b. 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. c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment. 18 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 13 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act. (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. 18 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 14 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents (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 \$27 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 (write in the name of the Federal agency or the loan or grant recipient) 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.

#### CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as 19 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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 (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

#### 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 (insert name of recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), 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.

#### BYRD ANTI-LOBBYING AMENDMENT

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

#### PROCUREMENT OF RECOVERED MATERIALS

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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. 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/comprehensiveprocurement-guideline-cpg-program>. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### ACCESS TO RECORDS

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 21 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents 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 (write in name of the non-federal entity) 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.

#### **XIV. CONFIDENTIALITY OF DOCUMENTS**

North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Qualifications are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a “trade secret”, provided it meets the specific conditions as outlined in §132-1.2(1)a-d.

Iredell County will attempt to withhold from public disclosure, or redact documents or information, designated “confidential trade secret” that clearly meet the conditions of

NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, Iredell County shall not be held responsible for any information that is released nor shall Iredell County be held responsible for nor pay any penalty or expense in relation to information so released.

Any submission marked “confidential” or “trade secret” in its entirety may be rejected at the sole discretion of Iredell County.