NEW HANOVER COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

<u>COUNTY COMMISSIONERS</u>

BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE-CHAIR
JONATHAN BARFIELD, JR.
DANE SCALISE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

SECTION 1. – ADVERTISEMENT

NEW HANOVER COUNTY

SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

New Hanover County Sheriff's Office seeks written proposals to purchase twenty (20) License Plate Readers and eight (8) Pan/Tilt/Zoom (PTZ) Cameras.

Proposals will be received by Lena Butler, Purchasing Supervisor, "**RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS**" **by 5:00 PM EST. on Thursday, November 7, 2024.**

Instructions for submitting Proposals and complete requirements and information may be obtained by visiting the County's website at https://www.nhcgov.com/bids.aspx.

Proposers must be licensed in accordance with NCGS 74D-2.

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

Released: Monday, October 28, 2024

Section 2 - Instructions and General Conditions

2.1 Schedule

RFP Process	Dates
RFP Issued	Monday, October 18, 2024
Deadline for RFP Questions	Friday, November 8, 2024 by 5:00 PM
Response to All Questions Posted	Wednesday November 13, 2024 by 5:00 PM
Deadline for Receipt of Proposals	Thursday, November 21, 2024 by 5:00 PM

2.2 Preparation of Request for Proposal (RFP)

2.2.1 Proposers are instructed to submit their Proposals by email to lbutler@nhcgov.com. Please be sure to include "**RFP PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS**" in the subject line of the email.

2.2.2 The deadline for Proposals is **Thursday, November 21, 2024, by 5:00 PM EST**.

2.2.3 Late Proposals will not be accepted.

2.3 Questions

Questions are to be submitted by **5:00 PM EST on Friday, November 8, 2024**, to Lena Butler, Purchasing Supervisor, New Hanover County, lbutler@nhcgov.com.

2.4 Answers to Questions

An addendum summarizing all questions and answers will be posted to the County's website on **Wednesday, November 13, 2024 by 5:00 PM EST.** Proposers who have notified the County of their intent to submit along with their email address (see 2.6 – Intent to Submit) will be sent the addendum upon posting. You may visit our website at https://www.nhcgov.com/bids.aspx to check for the issuance of any addenda before submitting your Proposal.

2.5 Communication

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County other than the person listed in this section. Lena Butler, Purchasing Supervisor, is your point of contact, Email lbutler@nhcgov.com. If any Proposer attempts any unauthorized communication, the proposal may be rejected

2.6 Intent to Submit

All proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com.

2.7 Cost of Preparation of Response

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

2.8 Authorized Signature

The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within the RFP. Signature Forms must be signed by an authorized individual. Forms that are not signed may cause the submittal to be rejected.

2.9 Ownership of Documents

All Proposals and accompanying documentation will become the property of New Hanover County at the time the Proposals are received and will not be returned to the Proposer.

2.10 Trade Secret Confidentiality

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

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

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

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

2.11 Withdrawal of Proposal

No Proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of Proposal. Negligence or error on the part of any Proposer in preparing their Proposal confers no right of withdrawal or modification after the Proposals have been opened.

2.12 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The applicant agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The applicant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small contractors, minority contractors, physically handicapped contractors, and women contractors to submit proposals in response to this RFP.

2.13 Indemnity

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

2.14 E-Verify

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

2.15 Insurance

Before commencing any work, the Proposer shall procure insurance in the Proposer's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this RFP. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

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

Proposer, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by County in writing. These minimum amounts of coverage will not constitute any limitations or cap on Proposer's indemnification obligations under this Agreement.

- Commercial General Liability Insurance. Proposer will maintain occurrence-based coverage with limits not less than $2,000,000 per occurrence and $4,000,000 in the aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the County, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the County.

- Business Automobile Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

- Workers' Compensation Insurance. Proposer will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the County, its officers, agents, employees and volunteers.
- Employer's Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease.

- Professional Liability Insurance. Proposer will maintain coverage with limits not less than $1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

- Third party cyber liability insurance. Proposer will maintain cyber liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2.16 Certificate of Authority

Subject to several statutory exceptions, **a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State.** *See* G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.17 Federal Uniform Guidance

If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(SEE SECTION 3 FOR COMPLETE DETAILS)**

2.18 Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

2.19 Right to Reject

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

Section 3 – FEDERAL UNIFORM GUIDANCE REQUIREMENTS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR PART 200. As result, firms awarded federally funded contracts by New Hanover County, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage**. In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. New Hanover County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants 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 an 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.
5. **Civil Rights Act of 1964 – Title VI**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42

U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed $150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

8. **Conflict of Interest Provisions** Interest of Members, Officers, Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member, officer, or employee of the recipient or its agent, no member of the governing body of the locality in which the program is situated, no other public official of such locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the County in excess of $100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Copeland "Anti-Kickback" Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the with the Copeland ''Anti- Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations

restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, New Hanover County's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug- free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub- consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining

a satisfactory level of competition.

24. **Rehabilitation Act of 1973**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** If Contractor fails to prosecute the work with such diligence as will ensure its completion within the Contract time, or if Contractor breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

29. **Termination for Convenience**. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.
30. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
31. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Section 4 – Requirements of PTZ Cameras and LPR

SUBMIT WITH DETAILED COST PROPOSAL

☐**NCGS 74D-2 LICENSE REQUIREMENTS**

No person, firm, association, corporation, or department or division of a firm, association or corporation, shall engage in or hold itself out as engaging in an alarm systems business without first being licensed in accordance with this Chapter. A department or division of a firm, association, or corporation may be separately licensed under this Chapter if the distinct department or division, as opposed to the firm, association, or corporation as a whole, engages in an alarm systems business. The department or division shall ensure strict confidentiality of private security information, and the private security information of the department or division must, at a minimum, be physically separated from other premises of the firm, association, or corporation. For purposes of this Chapter an "alarm systems business" is defined as any person, firm, association or corporation that does any of the following:

(1) Sells or attempts to sell an alarm system device by engaging in a personal solicitation at a residence or business to advise, design, or consult on specific types and specific locations of alarm system devices.
(2) Installs, services, monitors, or responds to electrical, electronic or mechanical alarm signal devices, burglar alarms, monitored access control, or cameras used to detect burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity. This provision shall not apply to a locking device that records entry and exit data and does not transmit the data in real time to an onsite or off-site monitoring location, provided the installer is duly licensed by the North Carolina Locksmith Licensing Board.

☐All Proposers must provide proof of certifications in compliance with SOC 3, SOC 2 (type 2), CAIG (Cloud Security Alliance), HECVAT, NIST Cybersecurity, CJIS, HIPPA, and FERPA.

20 LPR cameras with:
☐Capable of reading vehicle license plates and covering 2 lane roadways during periods of moderate traffic
☐Capable of reading license plates on vehicles traveling up to 75 mph at a distance of up to 65'
☐Must have a 15' wide field of view at 65'
☐Must be solar powered, panels must provide 18-20v and be pole mountable
☐Must have integrated LTE connectivity
☐Rated Weatherproof enclosure/case for all components

8 PTZ cameras with:
☐LTE connectivity
☐25x optical zoom
☐Remote PTZ controls
☐120v AC

☐Rated Weatherproof enclosure/case for all components
☐Necessary mounting solution(s) must be included

☐Proposers must provide a web-based solution to interface all network devices.
☐This interface must include a layered map of New Hanover County in which user(s) can toggle layers on/off to view camera locations and labels.
☐This map must also be customizable for the system administrators to add points of interest.
☐The Proposer must provide support for the updating of the map for the prospective addition of new or changes to roadways.

☐Must have enhanced AI for video analysis and necessary network equipment for storage of a minimum of 30 days video from all streams and live view capability.
☐The Proposer must provide cameras/network devices that have an existing integration with the FUSUS platform for intelligence and video collection.
☐Proposer must provide on-site and remote support personnel for the analysis of heat maps, which will be provided by the New Hanover County Sheriff's Office, of our jurisdiction to aid in the deployment of cameras in high crime areas.
☐The Proposer support personnel must be familiar with Law Enforcement/Public Safety needs, operations, requirements, as well as local, state, and federal laws.
☐The Proposer must provide personnel for mapping and geolocation information for each device within the network.
☐The Proposer must provide necessary personnel, equipment, and support to obtain necessary permits, inspections, installation, and activations required for the operation of the network.
☐Proposer must provide 24/7 technical assistance for support of agency personnel with questions or in the event of equipment failure, inoperability, and troubleshooting.
☐Proposer must provide monitoring of the system to maintain connectivity, diagnose, remote repair, and alert agency personnel in the event a device or the network is offline for a period of 20 minutes or longer.
☐Proposer must provide, without additional cost, a repair technician for the service of any device requiring maintenance/repair at the request of the agency or upon alert from the aforementioned monitoring, which is not able to be resolved remotely.
☐Proposer must provide technical support and customer service for the installation and integration of supplied systems for interoperability with FUSUS, to include possible future expansion of the system.
☐Proposer must provide user level training for the operation, setup, and management of the network and devices for 25 "power users" and administrators of the system to be identified by agency staff.
☐ Proposer must provide support to the agency by providing "external affairs", by educating community stakeholders, governing bodies, and other members of the public.
☐The Proposer must provide Public Relations as needed in support to the agency for press releases to the local media outlets.
☐ The Proposer must list three (3) public agencies, Police and/or Sheriff preferably in North Carolina with a brief description of the work and contact information.

PROPOSAL PRICING FORM*

Proposal Provision	Assumptions (if applicable)	Cost

***In lieu of this form, the Proposer may attach their own detailed pricing sheet.**

All pricing must be inclusive, and include all labor, material, lodging, travel, and equipment and supplies necessary for all tasks listed in this Scope of Services.

This information will assist the County in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides County staff with tools to negotiate the final cost.

Section 5 – Review and Selection Process

Proposals will be evaluated by the Selection Committee, which will consider the completeness of each proposal and how well it meets the needs of the County. Evaluations will be based on criteria as outlined in Section 4-Requirements of PTZ Cameras and LPR. All proposals in response to this RFP will be evaluated using the same standards. Each Proposer must complete

The purpose of the selection procedure is to determine, from among the proposals received, which one is best suited to meet the County's needs. Any final analysis does not imply that one Proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected Proposer appears to offer the best overall solution for the County's current and anticipated needs.

The objective is to choose the proposal that offers the highest quality products and services while achieving the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant, and the County, at its discretion, may not select the lowest cost proposal.

PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS:

The Proposer has carefully read and fully understands the information contained in this Request for Proposal (RFP).

The Proposer has the ability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the time and date set for acceptance of proposals by the County.

The Proposer understands that any proposal received after the time and date specified as deadline for submission of proposals will not be considered.

That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.

That Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

That the County reserves the right to reject any and all Proposals and to accept that Proposal which will, in its opinion, provide the best level of service to the County.

That by submission of this Proposal, the Proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and Proposer hereby grants the County approval to make said inquiries.

Signature of Authorized Representative: ____

Title of Authorized Representative: ____

Email Address:____

Cell Phone Number:_______________________________________

Date:____

E-Verify Form

E-VERIFY

(To be submitted with your RFP)

STATE OF_________________________

COUNTY OF _______________________
****

I, ____________________________(hereinafter Affiant), being duly authorized by and on behalf of ________________________________ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that <u>E-Verify</u> is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that <u>Employers Must Use E-Verify</u>. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. <u>Employer</u> is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
   a. YES _____, or
   b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _______________, 20___.

____
Signature of Affiant

Print or Type Name: _________________________

State of _______________County of ___________________

Signed and sworn to (or affirmed) before me, this the _____

day of ________________, 20____

My Commission Expires: ______
____

____
Notary Public

(Affix Official/Notarial Seal)

Minority & Women Business Enterprise (MWBE) Program

Minority & Women Business Enterprise (MWBE) FORM

A. Authorized Representative
I HEREBY AFFIRM THAT:
I am [name] ____________________________________, [title] _________________________, and the duly authorized representative of [Business Name] _____________________________ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance
I FURTHER AFFIRM THAT:
I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the bidder will institute good faith efforts to comply with all requirements of the MWBE program to provide equal opportunities to MWBEs.

Signature: ____ Date: __________

(To be submitted with the RFP)

PAN/TILT/ZOOM CAMERAS AND LICENSE PLATE READERS

Name of Proposer ______________________________

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.55 et. seq.

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature ______________________________ Date ______________

Printed Name ______________________________ Title ______________

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for proposals, bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid or proposal is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid or proposal)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.