

**Henderson County**  
**Department of Emergency**  
**Management**



**Informal Bid for Respiratory Protection  
Equipment - PAPRS**

**Due Date:** Wednesday, September 9, 2020

**Time:** 1:00 PM EST

**Email:** [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)

**NOTICE AND INSTRUCTIONS TO BIDDERS**

County of Henderson  
Doug Guffey-Purchasing Agent  
Phone: 828.694.5023  
Email: [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)  
Historic Court House Annex  
113 N. Main Street  
Hendersonville, NC 28792

Bids are being sought by Henderson County for the furnishing of **respiratory protection equipment -PAPRS** as specified. This is an informal bid according to NCGS § 143-131 and is a small purchase according to 2 CFR Part 200.

Bids will be due on **Wednesday, September 9, 2020 at 1:00PM EST**. Bid(s) must be returned on the attached proposal sheet showing unit prices fully extended and the proposal page completed in its entirety. You may email your response to [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov).

All bids shall include freight and will be based on delivery to Henderson County, North Carolina. Due to the current Covid-19 situation, this bid may be awarded to multiple vendors, based upon the lowest responsive, responsible bidder standard for each item taking into consideration estimated delivery times provided. All equipment shall be received and invoiced by December 18, 2020.

If an error or omission occurs bidder(s) must submit in writing no more than seventy-two hours after the bid opening, a request to withdrawal their bid, excluding Saturdays, Sundays, or Holidays for which Henderson County offices are closed.

**The County of Henderson reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.**

Complete specifications shall be included on all equipment. Bidder must meet all of the above requirements for bid to be considered.

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Doug Guffey, Purchasing Agent

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

| TYPE   | DELIVERY TIME | Quantity | Unit Price | Freight | Extended Price |
|--|---------------|----------|------------|---------|----------------|
| HP Standard Full Hood w/ NiMH Battery System in Duffle Bag |               | 35       |            |         |                |
| Alkaline Battery Pack                                      |               | 22       |            |         |                |
| NiMH rechargeable battery                                  |               | 34       |            |         |                |
| HP Head Cover, pack of 3                                   |               | 25       |            |         |                |
| HP BioShield Full Hood, pack of 3                          |               | 50       |            |         |                |
| HEPA Cartridges, pack of 25                                |               | 3        |            |         |                |
| ILC Dover Flowmeter  |               | 15       |            |         |                |
| ILC Smart Battery Charger                                  |               | 4        |            |         |                |

**PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 30 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW**

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Warranty period: \_\_\_\_\_  
\_\_\_\_\_ Printed Name of Firm Representative

\_\_\_\_\_  
Name of Firm Submitting Proposal Signature of Firm Authorized Representative

\_\_\_\_\_  
Firm Address Title

\_\_\_\_\_  
Telephone Number Email Address

Henderson County, North Carolina  
Emergency Management  
Specifications for Respiratory Protection Equipment - PAPRS

It is the intent of these specifications to set up minimum requirements for **respiratory protection equipment - PAPRS** as specified. All items are to be manufactured by or for ILC-Dover. To ensure compatibility with existing equipment and inventory substitutions will not be allowed.

| Quantity | Part No   | Description  |
|----------|-----------|--|
| 35       | S-3000-22 | HP Standard Full Hood w/ NiMH Battery System in Duffle Bag<br><i>Includes: Blower, Flow Meter, Breathing Tube, Full Hood, NiMH Battery, Smart Battery Charger, Waist Belt, Duffel Bag, HEPA Cartridges</i> |
| 22       | S-4013    | Alkaline Battery Pack  |
| 34       | S-2003    | NiMH rechargeable battery  |
| 25       | S-4001-3  | HP Head Cover, pack of 3   |
| 50       | S-2028-3  | HP BioShield Full Hood, pack of 3  |
| 3        | S-4002-25 | HEPA Cartridges, pack of 25  |
| 15       | S-2010    | ILC Dover Flowmeter  |
| 4        | S-2009    | ILC Smart Battery Charger  |

**I. Terms and Conditions**

- I. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

- III. **FEDERAL FUNDS:** The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

- A.) **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.”
- B. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing

wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award

(see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in



excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**H. Procurement of Recovered Materials CFR § 200.322**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333**

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**IV. Iran Divestment**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.\* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- i. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- ii. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

iii. That the undersigned is authorized by the Vendor to make this Certification

**V. E-Verification**

Contractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must verify compliance with the E-verify, NCGS 160A-20.1(b).

**VI. Compliance with Purchase Order Terms & Conditions**

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

**VII. Certificate of Non-Collusion Statement**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business entity

**VIII. Public Record**

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

**IX. Disadvantaged Business/Minority Business Participation**

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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