

County of Wake Procurement Services – Room 926 337 S. Salisbury Street (27601) PO Box 550 (27602) Raleigh, NC	INVITATION FOR BID NUMBER: 10-004
	Bids will be publicly opened: January 7, 2010 at 2:00pm
	Contract Type: Purchase – ARRA Funds via Federal Agency
Refer <u>ALL</u> Inquiries to: Tom Wester Telephone No. 919-856-6153 Ext.	Commodity: Ammo/Firearm Storage Magazine
E-Mail: twester@wakegov.com	Using Agency Name: Wake County Sheriff
(See page 2 for mailing instructions.)	Agency Requisition No. RQS*2482

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office until (2:00pm) on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be accepted. Bids are subject to rejection unless submitted on this form. **Late bids, regardless of delivery means, will not be accepted.**

Requested delivery date:

Bidder is urged to state earliest guaranteed delivery. Delivery will be made from _____
within _____ days after receipt of order.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of bid opening unless otherwise stated herein. Prompt Payment Discount: _____ %
_____ days (See Instructions to Bidders, Item 7).

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

BID NO. _____ Wake County Procurement Services Room 926 PO Box 550 (27602) 337 S Salisbury Street (27601) Raleigh, NC
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TABULATIONS: Tabulations will normally be available not later than three working days after opening.

TRANSPORTATION CHARGES:

FOB Destination: Freight, handling and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Wake County. In cases where materials are shipped against this order by parties, other than the Contractor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment.

Furnish and Deliver:

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	each	ARMAG Storage Magazine #360120120ATF or equal, 30ft x 10ft x 10ft Type 2 Class ABC ATF spec (ref:27 CFR section 55.208), including the options as shown below		

To include the following:

- 2ea NFPA ground kits,
- 5ea ATF spec padlock 7/16" shackle diameter w/ 1 1/16" clearance
- 4ea Anchor bracket w/ bolt (6")
- 1ea 100 amp disconnect box, 220/120 single phase, 60hz
- 1ea Explosion proof lighting (1-200watt Killark light, switch-Class 1, Group ABCD, Class 2, EFG)
- 1ea Additional 200 watt explosion proof light-Class 1, Group ABCD, Class 2, EFG (6 lights total inside)
- 1ea 36"w x 84"h aluminum door installed in aluminum expanded metal wall
- 7ea Aluminum expanded metal divider wall for 10ft width and under units
- 1ea Outside mounted heat/AC unit, I-PAC1 dehumidifier & cooling, intrinsically safe
- 1ea Heat option for above I-PAC1 (50 degree temp rise)
- 1ea Freight, shipping, delivery, etc, including off loading truck and setting in place, FOB destination, at Wake County location.
Delivery address to be provided later. Vendor must off-load truck and set unit on concrete pads provided by the owner. All site electrical work provided by owner.

Special Note: A non-mandatory pre-bid meeting will be held 10:30am, December 30, 2009, in the Finance Conf Room, 9th Floor, Wake County Office Bldg, 337 S Salisbury Street, NC 27601

Specify warranty length and type:

Item(s) offered in response to this solicitation contain recycled content? If applicable, please indicate recycle content of each item.	Yes	No
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INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
 - **THE COUNTY:** Is the County of Wake, North Carolina and its agencies.
 - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Terms and Conditions. The County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this County to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from Wake County Purchasing. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The County reserves the right to require a list of users of the exact item offered. The County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS143-135.9. The County will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the County to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the County or the bidder, the County reserves the right to accept any item or group of items on a multi-item bid. In addition, Wake County reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Wake County to be pertinent or peculiar to the purchase in question.
 16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
 17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the County will keep trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
 18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the County. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
 19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within 15 calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
 20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

General Terms and Conditions for Goods and Services

1. **Default and Performance Bond:** In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the county should fail to conform to the contract specifications, the County may cancel and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The County reserves the right to require performance bond or other acceptable alternative guarantees from the Contractor without expense to the County. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
2. **Governmental Restrictions:** In the event any governmental restrictions are imposed that necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation that required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **Availability of Funds:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. If funds to effect such payment are not available, the Contractor agrees to take back any affected equipment and products furnished under this contract, terminate any services supplied to the County under this contract, and relieve the County of any further obligation thereof.
4. **Taxes:** The County of Wake is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable State or local sales taxes shall be invoiced as a separate item.
5. **Situs:** The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **Inspection at Contractor's Site:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. The using agency is responsible for all payments under the contract.
9. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
10. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **General Indemnity:** The contractor shall hold and save the County of Wake, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or

supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the Contractor is notified in writing within 30 days that the County has knowledge of such claims.

13. **Advertising/Press Release:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the County of Wake or its agent.

14. **Patent, Copyright, and Trade Secret Protection:**

a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the Contractor, its employees, agents, officers, assigns, or subcontractor(s). The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- 1) That the Contractor shall be notified within a reasonable time in writing by the County of any such claim; and,
- 2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the County shall have the option to participate in such action at its own expense.

b. Should the machines, or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the County shall permit the Contractor, at its option and expense, either to procure for the County the right to continue using the equipment or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the County shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the County has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the County in procuring substitute equipment or software. If, in the sole opinion of the County, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the County has paid Contractor less any reasonable amount for use or damage.

c. The foregoing states the entire liability of the Contractor with respect to infringement of patents, copyrights, and trade secrets.

15. **Access to Persons and Records:** Pursuant to N.C. General Statute 147-64.7 and 42 U.S.C. 1395x(v)(1)(I), if applicable, the Agency, the County Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of Wake County Government pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.

16. **Assignment:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by the issuing purchasing authority, the Agency may:

- a. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor, or
- b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

17. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** The County may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the Contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, Certified Return Receipt Requested. The 30 days notice for termination shall begin on the day the return receipt is signed and dated.

18. **Limitation of Liability:**

- a. Where equipment is under the County's exclusive management and control, the Contractor shall not be liable for any damages caused by the county's failure to fulfill any County responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the County's intended use of the machines.
- b. The contractor's liability for damages to the county for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the contract. This liability amount may be adjusted by the issuing agency based upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.

19. Contractor's Liability for Injury to Persons or Damage to Property:

- a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

- 20. Changes:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the County. The County shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable County purchasing authority.

Where the County requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.

- 21. Price Adjustments (Term Contracts Only):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Contractor to other customers.

- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the county reserving the right to accept or reject the increase, or cancel the contract. Such action by the county shall occur not later than 15 days after the receipt of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

- 22. Transportation:** Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the County.

23. **Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.
24. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
25. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
26. **Federal Intellectual Bankruptcy Act:** The Parties agree that Wake County shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.

ARRA CONTRACT PROVISIONS

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the

ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.