

YADKIN COUNTY SCHOOLS

REQUEST FOR BIDS

“Forbush High School & Starmount High School Visitor Bleacher Replacement”



SCHOOL BOARD MEMBERS

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Yadkin County Schools

121 Washington St.

Yadkinville, NC 27055

Phone: (336) 551-1100

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Section 1 – Advertisement

YADKIN COUNTY SCHOOLS

REQUEST FOR BIDS

“Forbush High School & Starmount High School Bleacher Replacement”

NOTICE TO BIDDERS Sealed Bids, subject to the conditions made a part hereof, shall be addressed to Jeff Adams, Director of Maintenance and will be received at the Administrative Offices of Yadkin County Schools located at 121 Washington Street, Yadkinville, NC 27055 until **2:00 pm on February 13th, 2024.** Bids will be recorded with the date and time they were received. At exactly **2:00 pm on February 13, 2024** all sealed bid packages will be opened and tabulated.

Bids submitted via facsimile (FAX) machine, telephone, and electronic means, included but not limited to email; and, in opened unsealed envelopes; or, not in envelopes at all, in response to this Request for Quotes will **not be** acceptable.

Yadkin County Schools reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of Yadkin County Schools. Yadkin County Schools reserves the right to award to multiple contractors.

Proposals may be rejected by Yadkin County Schools for any reason determined by the board to be in the best interest of Yadkin County Schools. However, the proposal shall not be rejected for the purpose of evading the provisions of G.S. 143-129.

All proposals shall be opened in public and Yadkin County Schools shall award the contract to the lowest responsible bidder or bidders whose bid or proposal meets the requirements and criteria set forth by the school system, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract. To be eligible for an award of a contract subject to G.S. 143-129, the contractor and its subcontractors, if any, must demonstrate compliance with all provisions of G.S. Chapter 64, Article 2, including the responsibility to use E-Verify. All contracts awarded must be in writing. In the event the lowest responsible bids are in excess of the funds available for the project or purchase, the Yadkin County Board of Education authorizes the Superintendent, in consultation with the

purchasing officer, to enter into negotiations with the lowest responsible bidder above mentioned, making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available, and may award a contract to such bidder upon recommendation of the Superintendent, if such bidder will agree to perform the work or provide the apparatus, supplies, materials, or equipment at the negotiated price within the funds available therefor. If a contract cannot be let under the above conditions, the Yadkin County Board of Education authorizes the Superintendent, in consultation with the purchasing officer, to re-advertise, as herein provided, after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor. The procedure above specified may be repeated if necessary in order to secure an acceptable contract within the funds available therefor.

Bids shall be sealed and the opening of an envelope or package with knowledge that it contains a bid or the disclosure or exhibition of the contents of any bid by anyone without the permission of the bidder prior to the time set for opening in the invitation to bid shall constitute a Class 1 misdemeanor.

For a copy of Yadkin County Schools complete Policy Code: 6430, Yadkin County Board of Education Purchasing Requirements for Equipment, Materials and Supplies, please contact Stephanie Gray, Accounting Specialist/Procurement Officer, Yadkin County Schools at (336) 551-1100 or by email at: stephanie.gray@yadkin.k12.nc.us

Yadkin County Schools is requesting bids from firms capable of providing “**Football Stadium Visitor Bleacher Replacement**” for the Yadkin County Schools Board of Education.

Released: Date Posted to NC eVP- January 23rd 2024

Section 2 – General Information

2.1 – Schedule

DATE	ACTION
January 23rd	REQUEST FOR QUOTES NO. "261-01232024"
February 12th at 3pm.	Deadline for questions
February 13th at 2pm.	Deadline for receipt of bid packages
February 13th at 2pm	Bid Opening
INFORMATION	
Contract Type	Building & Facility Construction & Maintenance SVC
Refer ALL Inquiries to: Jeff Adams, Maintenance Director Phone: (336) 518-4341	Specialized trade construction & maintenance services
Email: jeff.adams@yadkin.k12.nc.us	Using Agency Name: Yadkin County Schools
Mail Bids in a sealed envelope to: Jeff Adams, Maintenance Director Yadkin County Schools 121 Washington Street Yadkinville, NC 27055	Mailed or delivered sealed responses ONLY will be accepted. Electronic submissions will NOT be accepted.

2.2 – Introduction

Yadkin County Schools is requesting bids from "Licensed General Contractors" contractors capable of providing "Forbush High School & Starmount High School Football Stadium Visitor Bleachers" for the Yadkin County Board of Education.

Acceptance by Yadkin County Schools of any submittal to this Request for Bids (RFB) shall not constitute or warrant a contract. Yadkin County Schools is not responsible for the cost associated with preparing a Bid and/or participating in any interviews that may be requested by Yadkin County Schools to aid in the evaluation process.

All payments under the contract resulting from this RFB shall be made only for goods and/or services requested and approved by Yadkin County Schools. No work effort will begin without written authorization (Notice to Proceed) from Yadkin County Schools.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Refer to Yadkin County Schools Purchase Order Terms and Conditions.

2.4– Questions

Questions concerning this solicitation should be directed to **Jeff Adams, Director of Maintenance** at jeff.adams@yadkin.k12.nc.us. Questions will be received until February 12th at 3pm EST. Any changes to the original bid specifications will be made through an addendum to the "Forbush High School and Starmount High School visitor bleacher project".

2.5 – Communication

Other than the contact person detailed in Section 2.4 above, Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from Yadkin County Schools, other than the person listed in this section, which is **Jeff Adams, Director of Maintenance**. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to jeff.adams@yadkin.k12.nc.us including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this RFB are the responsibility of the Bidder and will not be reimbursed by Yadkin County Schools.

2.8 – Bid Submittal Deadline

Bidders are instructed to submit their Bids in a sealed envelope clearly marked “FHS Football Stadium Bleacher Replacement” and mail to:

Yadkin County Schools
Attn: Jeff Adams, Director of Maintenance
Yadkin County Schools, 121 Washington Street
Yadkinville, NC 27055.

The deadline for receipt of bids is **February 13th at 2pm EST**. Bids received after the time and date for closing will not be accepted.

2.9– Authorized Signature

Bids must be signed by an authorized individual of the firm. Bids that are not signed will be rejected.

2.10 – Minor Deviations

Yadkin County Schools reserves the right to allow or disallow minor deviations or technicalities should Yadkin County Schools deem it to be to the best interest of Yadkin County Schools. Yadkin County Schools shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 –Ownership of Documents

All bids and accompanying documentation will become the property of Yadkin County Schools at the time the bids are opened and as such will not be returned to the Bidder.

2.12 - Trade Secret Confidentiality

Upon receipt of your bid by Yadkin County Schools, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2.

After opening, your bid will be provided to Yadkin County Schools staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids

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

2.14 - 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 Bidder 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 Bidder 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, Yadkin County Schools encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.15- Indemnity

The successful Bidder shall indemnify and hold Yadkin County Schools, 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 Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.16 – E-Verify

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

2.17 - Addendum

The RFB package constitutes the entire set of instructions to the Bidder. Yadkin County Schools shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an addendum. It is Yadkin County Schools intent to send all addenda to all known Bidders who notified Jeff Adams, Director of Maintenance, via email of their intent to submit a bid. However, Yadkin County Schools shall not be responsible for the bidder's failure to check for addendum prior to bidding. All addenda will be posted a minimum of seven (7) full days prior to the bid opening date and time.

You may visit the State of North Carolina eVP website at evp.nc.gov/solicitations/ "Click" on filters and then departments. Then scroll down near the bottom to the PUBLIC SCHOOL – Yadkin County Board of Education. "Click" on that line and it will bring up all current bids. You will see the original bid and any addenda posted there. You may also go to the Yadkin County Schools website at <https://www.yadkin.k12.nc.us>. On the first page near the bottom will be the section entitled "Latest News". The Bid information, including addenda will be listed there.

Please be sure to check these sites for the issuance of any addenda before submitting your bid.

2.18 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.19 – 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 (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

2.20 – Award

Award "shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract." The successful Bidder to whom the Contract is awarded by the OWNER shall within ten (10) business days after notice of award deliver to Yadkin County Schools all required documents necessary to execute the

contract/purchase order. Failure to do so may result in the OWNER exercising its right to negotiate with the next lowest Bidder.

2.21 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

2.22 – Payment Terms

Payment is Net 30 days from the date of an approved invoice.

2.23 - Right to Reject Bids

Yadkin County Schools reserves the right to accept or reject any or all bid in response to this solicitation.

2.24 - Bonds

Yadkin County Schools require bid bonds and performance and payment bonds to the extent mandated by applicable North Carolina law.

Section 3– Scope of Work

The intent of this Request for Bid (RFB) is to seek and obtain proposals from North Carolina licensed general contractors to:

Supply and install aluminum visitor side bleachers at both Forbush High School and Starmount High School football stadiums with seating of approximately 600 people at each school. The area of installation is between the sports field lighting poles with approximately 170' between poles. The bleachers will need to have handicap seating per ADA guidelines. Please provide design for concrete slab for bleachers in the bid package, for Yadkin County Schools will take care of installation of concrete slab.

Specifications of Bleachers:

- Fully Closed Deck
- Powder Coated Riser (School Chosen Color)

- **Anodized Seatboards**
- **Anodized Risers**
- **Vinyl Chain Link Fencing Sides and Back**
- **Aisles With Contrast Nosing and Aluminum Handrail**
- **Anchors For Attachment of Support Brackets to Existing Precast**

Section 4–Yadkin County Schools Purchase Order Terms & Conditions

1. QUESTIONS CONCERNING THE PURCHASE ORDER: Contact the “Bill To” Department shown on the purchase order.

2. PURCHASE ORDER NUMBER: The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. Yadkin County Schools will not be responsible for goods delivered without a purchase order.

3. PRICE: If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.

4. INVOICES: All invoices are to be mailed to the “Bill To” Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.

5. CASH DISCOUNTS: All cash discounts will be effective from the date an invoice is received and approved by Yadkin County Schools and not the date the invoice is printed by the vendor

6. PAYMENT TERMS: Yadkin County Schools agrees to pay all approved invoices **Net Thirty (30) days** from the date received and approved. Yadkin County Schools does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.

7. TAXES: Yadkin County Schools is not Tax-Exempt. Prices shown on Yadkin County Schools’ purchase orders do not include tax; however, all applicable taxes shall be paid by Yadkin County Schools. Seller shall itemize taxes on the seller’s invoice. It should be noted that Yadkin County Schools is exempt from Federal Excise Tax except as required to be paid by law.

8. QUANTITY: The specific quantity ordered must be delivered in full and will not be changed without the Purchasing’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.

9. FREIGHT AND PACKAGING: Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

10. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Yadkin County Schools, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

11. INSURANCE: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property RFB-Forbush High School Tennis Courts Construction damage; Yadkin County Schools, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: Yadkin County Schools, 121 Washington Street, Yadkinville, NC 27055, Attn: Ms. Denise Bullin, Finance Director. email: denise.bullin@yadkin.k12.nc.us

12. APPLICABLE LAWS: By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Yadkin County Schools against any loss, cost, liability or damage by reason of seller's violation of any laws.

13. CANCELLATION: Yadkin County Schools reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

14. ACCEPTANCE AND INSPECTION: All goods shall be subject to Yadkin County Schools' right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by Yadkin County Schools. If goods are rejected, they will be returned at seller's risk for credit or replacement at Yadkin County Schools' option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, Yadkin County Schools shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that Yadkin County Schools may have against the seller.

15. WARRANTY: The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by Yadkin County Schools and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by Yadkin County Schools. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold Yadkin County Schools

harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. HAZARDOUS CHEMICALS: The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements. RFB-Forbush High School Tennis Courts Construction.

17. MATERIAL SAFETY DATA SHEETS (MSDS): The seller shall ensure that Yadkin County Schools is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

18. NON-DISCRIMINATION POLICY: Yadkin County Schools does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to Yadkin County Schools are expected to fully comply with Yadkin County Schools' non-discrimination policy.

19. VERBAL AGREEMENT: Yadkin County Schools will not be bound by any verbal agreements.

20. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the seller is an independent contractor and not an agent of Yadkin County Schools, and as such, seller, his or her agents and employees shall not be entitled to any Yadkin County Schools employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

21. GOVERNING LAW: All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.

22. E-VERIFY COMPLIANCE: As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to Yadkin County Schools utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by Yadkin County Schools.

23. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000 are exempt from this restriction.

24. UNIFORM ADMINISTRATIVE REQUIREMENTS: By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.

Section 5– Bid Form

(To be submitted with all bids)

**YADKIN COUNTY SCHOOLS
REQUEST FOR BIDS
Forbush High School & Starmount High School Visitor Bleacher Replacement
Deadline for Receipt of Bids: February 13th at 2pm EST**

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Bidder offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this bid, the undersigned Bidder certifies that this bid is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Bidder as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Bidder’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Bidder certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Total Price Per Scope of Work: \$ _____

Proposed estimated project completion date: _____

(To be submitted with all bids)

YADKIN COUNTY SCHOOLS
REQUEST FOR QUOTES NO. 261-01232024

EXECUTION PAGE

In compliance with this Request 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), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Also, the bidder, by undersigning, confirms that all Owner documents were read, understood and accepted, including all pages of the specifications.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

Bidder Company Name:			Contractor License Number:	
Street Address:			P.O. Box:	
City:		State:	ZIP:	
Bidder Representative Name (Please Print Name & Title):			Phone:	FAX:
Bidder Representative Signature:				Date:
Ownership (Check as appropriate):	Minority	Female	Disabled	Other (define)
Email:				

(To be submitted with all bids)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

1. The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), _____ ,
certifies or affirms the truthfulness and accuracy of this statement of its certification and
disclosure, if any.

Date _____

Signature of Bidder's Authorized Official

Printed Name and Title of Contractors Authorized Official

(To be submitted with all bids)

Minority & Women Business Enterprise (MWBE) Program 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 documents 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 in providing equal opportunities to MWBEs.

Signature: _____ Date: _____