

BID PROPOSAL AND SPECIFICATIONS

**New Hanover County Senior Resource Center Commercial Grade
Kitchen Renovation**

RFB # 2016-23641



COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN

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Section 1 Advertisement

NEW HANOVER COUNTY
Senior Resource Center Commercial Grade Kitchen Renovation

RFB # 2016-23641

Sealed bids addressed to Carrie Buttles, Purchasing Agent, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**Senior Resource Center Commercial Grade Kitchen Renovation 2016-23641**” will be accepted until **3:00 P.M. EST, Thursday, October 15, 2015**.

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

A mandatory pre-bid meeting and tour will be held on Wednesday, September 16, 2015 at 2:00 p.m. at the Senior Resource Center Building, 222 S. College Road, Wilmington, NC, 28403.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids/>.

The Board of County Commissioners reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Carrie Buttles, Purchasing Agent

New Hanover County

(910) 798-7402

Released: Thursday, September 10, 2015

Section 2 Instructions and General Conditions

2.1 Schedule

EVENT	DATE
Advertisement and Release of Bidding Documents	Thursday, September 10, 2015
Mandatory Pre-bid Meeting & Kitchen Tour	Wednesday, September 16, 2015 at 2:00pm
Deadline for Questions	Thursday, September 24, 2015 by 5:00pm
Response to Questions Issued	Tuesday, September 29, 2015
Deadline for Receipt of Bids	Thursday, October 15, 2015 at 3:00pm New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28503 (Opening to be held in Conference Room 500)
Bid Review/Evaluation Period	October 16-October 20, 2015
Proposed Date of Award	Monday, November 2, 2015

2.2 Preparation of Bid Proposal

2.2.1 Completion of Bid Form: Bidders are directed to submit their bid on the bid proposal form contained in this bid package. All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been received and opened. **BIDS NOT SIGNED WILL BE REJECTED.**

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

2.3 Submission of Bid Proposal

Submit one (1) original and (1) copy in a sealed envelope properly marked “**Senior Resource Center Commercial Grade Kitchen Renovation RFB 2016-23641**” and address to the County at the following address:

New Hanover County Finance Office
Attn: Carrie Buttles, Purchasing Agent
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.3.1 After the Bid issue date, all communications between the County and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Carrie Buttles, Purchasing Agent** by emailing cbuttles@nhcgov.com or faxing (910) 798-7806. All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum which will be posted to the County’s website at <http://www.nhcgov.com/business-nhc/bids/>.

All questions shall be received no later than 5:00 P.M., EST, Thursday September 24, 2015.

2.4 Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this Request for Bid are the responsibility of the responding Bidder and will not be reimbursed by the County.

2.5 Trade Secret Confidentiality

All bid proposals received and recorded at the bid opening are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the BIDDER while attempting to maximize the availability of information to the public.

2.6 Time for Opening Bids

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids **will not be accepted**.

2.7 Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

2.8 Award of Contract

The award will be made to the "responsible bidder submitting the lowest responsive bid" taking into consideration quality, performance and the time specified in the bidding document for the performance of the contract.

2.9 Responsibility of Compliance With Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.10 Indemnity

Successful Bidder 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 Bidder hereunder, resulting from the negligence of or the willful act or omission of the Successful Bidder, his agents, employees and subcontractors.

2.11 Insurance

Before commencing any work, the successful bidder shall procure insurance in the bidder's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed below. 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 contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

2.11.1 Commercial General Liability. Bidder shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

2.11.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.11.3 New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **and** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any.

2.11.4 There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work.

2.11.5 The bidder’s Commercial General Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder’s insurance.

2.11.6 Workers’ Compensation and Employer’s Liability. Bidder shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

2.11.7 The Employer’s Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

2.11.8 The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, agents and employees for losses arising from work performed by the bidder for New Hanover County.

2.11.9 Business Auto Liability. Bidder shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

2.11.10 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

2.11.11 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

2.11.12 The bidder's Business Auto Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder's insurance.

2.11.13 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by New Hanover County. At the option of New Hanover County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects New Hanover County, its officers, officials, agents, and employees; or the contractor shall procure a bond guaranteeing payment deductibles or self-insured retentions. The bidder shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not New Hanover County is an insured under the policy.

2.11.14 Miscellaneous Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

2.11.15 Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to New Hanover County, 230 Government Center Drive #125, Wilmington, NC 28403.

2.11.16 If bidder's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

2.11.17 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by New Hanover County.

2.11.18 Evidence of Insurance. The bidder shall furnish New Hanover County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

2.11.19 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in 2.16.3 above.

2.11.20 Subcontractors. Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

2.11.21 Conditions.

2.11.21.1 The insurance required for this contract must be on forms acceptable to New Hanover County.

2.11.21.2 Where circumstances warrant, New Hanover County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

2.11.21.3 The bidder shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.

2.11.21.4 The bidder shall promptly notify the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

2.11.21.5 New Hanover County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

2.11.21.6 Failure of New Hanover County to demand a certificate or other evidence of full compliance with these insurance requirements or failure of New Hanover County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.11.21.7 By requiring insurance herein, New Hanover County does not represent that coverage and limits will necessarily be adequate to protect the bidder and such coverage and limits shall not be

deemed as a limitation of bidder's liability under the indemnities granted to New Hanover County in this contract.

2.11.21.8 If bidder fails to maintain the insurance as set forth herein, New Hanover County shall have the right, but not the obligation, to purchase said insurance at bidder's expense.

2.11.21.9 The bidder may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

2.11.21.10 New Hanover County shall have the right, but not the obligation of prohibiting bidder or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by New Hanover County.

2.12 Addendum

The bid package constitutes the entire set of bid instructions to the bidder. The County 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 which will be posted on the County's website at <http://www.nhcgov.com/business-nhc/bids/>.

2.13 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.

2.14 Right To Reject Bids

The County reserves the right to reject any or all bids.

2.15 E-Verify

Pursuant to N.C.G.S. § 143-48.5 (Session Law 2014-418), Contractor shall fully comply and certify compliance of each of its subcontractors with Article 2 of Chapter 64 of the N.C. 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. County shall be provided affidavits attesting to Contractor's and subcontractor's compliance or exemption. Violation of the provision, unless timely cured, shall constitute a breach of Contract. **(Complete the attached E-Verify form and return with your bid. Form must be notarized.)**

Section 3

New Hanover County

Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:**
Contact the **Bill To Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered exceeding \$1,000 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 of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County 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:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County 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 agent'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 New Hanover County, 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 damage; New Hanover County, 230 Government Center Dr. #125, Wilmington, NC 28403 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; (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. Certificates of Insurance shall be furnished prior to the commencement of Services.
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 New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws. .
13. **CANCELLATION:** New Hanover County 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 agree.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County 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 the County 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 the County 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 the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County 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.

17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County 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:** New Hanover County 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 the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County 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 New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County 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:** 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 the County 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 the County.

Section 4

SCOPES OF SERVICES

Senior Resource Center Kitchen Renovation

The New Hanover County Senior Resource Center has determined the need to renovate the kitchen. The new equipment shall be of commercial grade. In addition; the contractor will be responsible for creating a layout for the new equipment in the current space provided.

Contractor's Responsibilities:

1. Contractor shall provide all labor, equipment, tools, supplies, maintenance and other items necessary to complete the services within the contract scope.
2. Contractor will remove all current existing equipment from location. This equipment will be tagged for designation.
3. Contractor will design a layout to accommodate the new commercial grade equipment to be installed within the current space.

Equipment to be Removed:

- Convection Ovens
- Char Broiler
- Convection Steamer
- Reach-in Refrigerator
- Heated Cabinet
- Serving Line Tables
- Work Table (10ft)
- Kitchen work tables with sink

New Commercial Grade Equipment to be Added:

- 10- Burner Ranger with lower convection ovens
- Salad Bar (Dining Room)
- Reach in Refrigerator
- Convection Oven-Double Deck
- Convection Steamer
- Heated Cabinets (2)
- Stainless Work Table (10ft)
- Blast chiller/freezer
- Beverage Counter (dining room)
- Stainless Steel Counter top
- Counter Top Ice Dispenser in Dining Room
- Ceiling Fans for dining room area

Section 5 Bid Proposal

**New Hanover County Senior Resource Center Commercial Grade Kitchen Renovation
RFB #2016-23641**

DATE: _____ CONTRACTOR: _____

The undersigned, having carefully examined the Instructions to Bidders, RFB# 16-23641 New Hanover County Senior Resource Center Commercial Grade Kitchen Renovation agrees to furnish all labor, equipment, materials, insurance, supervision, cleanup, waste disposal, permits and fees. Bidder further agrees to abide by all local, state and federal codes applicable to renovate the Kitchen. Please exclude taxes as part of the bid pricing.

Description of Equipment	Unit Price	Extended Price
10 Burner Ranger with lower Convection Ovens		
Salad Bar		
Reach in Refrigerator		
Convection Oven-Double Deck		
Convection Steamer		
Heated Cabinets (2)		
Work Table (10ft)		
Blast Chiller/Freezer		
Beverage Counter		
Stainless Steel Counter Top		
Counter Top Ice Dispenser		
(6) Ceiling Fans for dining area		
Set up/Installation Charge		
Delivery Charge		
Additional Charges		

BID TOTAL: _____

Signature

Section 6

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Signature

Title

Contractor's Address

Office Telephone Number

Mobile Phone Number

Email Address

State of Incorporation

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF NEW HANOVER

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify 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 Employers Must Use E-Verify. 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. Employer 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 comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2013.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of New Hanover

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2013.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Debarment, Performance, and Non-Collusion Certification

By signing this document I certify to the best of my knowledge and belief that (Name of Organization) _____, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Authorized Signature:	Date: