

Henderson County Library



Bid for Internet Access Service Provider

Due Date: Thursday, February 10, 2022

Time: 3:00 PM EST

Location: Henderson County Finance Department

Address: 113 N. Main Street

Hendersonville, NC 28792

BID PROPOSAL FORM

Pursuant to the General Statutes of North Carolina and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit, as amended, informal small purchase bids, subject to the conditions and specifications herein, are invited for an internet access service provider. All bids will be received by the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792 or via email at hcpurchasing@hendersoncountync.gov, by Thursday, February 10, 2022 at 3:00PM EST, at which time the bids will be opened and read.

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

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

Specification Number	Service Type	Function	UNIT PRICE	EXTENDED PRICE
1	Data Transmission and/or Internet Access	Internet Access and Data Transmission Service		
2	Data Transmission and/or Internet Access	Standalone Data Transmission Service		

TOTAL FOR SERVICES PROVIDED	
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PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW:

Printed Name of Firm Representative: _____
Signature of Firm Representative: _____
Title: _____
Name of Firm Submitting Proposal: _____
Firm Address: _____
Telephone Number: _____
Email Address: _____

Bidders Checklist

- Be aware of the bid opening and date and time as indicated on the first page of this proposal.
- All signatures must be by a company officer or agent who is authorized to enter into contracts and sign bid documents.
- Have you read and understood the “Terms and Conditions” and the “Instructions to Bidders” for submitting a bid?
- Have you read and do you completely understand all the specifications of this bid proposal?
- Have you submitted the requested number of copies of your proposal and included all the requested literature and specifications?
- If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- Have you enclosed statements explaining any exceptions made to the specifications?
- Have you included executed copies of the attachments?

INSTRUCTIONS TO BIDDERS

Section 1: Purpose

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply Henderson County with the services contained herein. All bids and contracts are governed by Henderson County policy, Section 143-129 of the North Carolina General Statutes, and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit.

Section 2: Bid Schedule

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	5:00 PM	January 10, 2022
Deadline for Questions & Exceptions	5:00 PM	January 15, 2022
County Responses	5:00 PM	January 19, 2022
Bids Due	3:00 PM	February 10, 2022
Anticipated Award	5:00 PM	February 16, 2022

Section 3: Bidder Questions

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

Section 4: Bid Contact

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Henderson County Finance Department to the attention of the Purchasing Agent:

Doug Guffey
hcpurchasing@hendersoncountync.gov

Section 5: How to Prepare Bid Proposals

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **PROPOSAL FORM:** Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- b) **SIGNATURE:** All bids must be signed by an authorized official of the company on the **Bidders Signature Page**. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the County. The County is required to pay sales tax. The County is exempt from Federal Excise Tax and has a Federal Tax number.

Section 6: How to Submit Bid Proposals

- a. **SUBMIT BIDS ON THE BID PROPOSAL FORM PROVIDED HEREIN.**
- b. Bids may be submitted via email to hcpurchasing@hendersoncountync.gov.
- c. Bids may be mailed or delivered as follows

Mailing & Delivery Address:

Henderson County: Bid for Internet Access Provider

Date: _____ Time: _____

Finance Department

113 N Main Street

Hendersonville, NC 28792

- d. Please note bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered.
- e. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

Section 7: Bid Opening

- a. All bids will be opened and read at the time and place shown on the enclosed Bid Proposal Form. No official award will be made at the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- b. Bids will be examined by the Purchasing Agent and the using department officials

promptly after the opening and an award made as early as possible. No bids may be withdrawn except for as provided herein.

Section 8: Award of Bid

a. **Standard of Bid Award Acceptance:**

The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of Henderson County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.

b. **Bid Prices:**

Pricing shall be inclusive of all services requested.

c. **Order of Precedence:**

In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid (if present); 2) the Minimum Specifications section specific to the Bid, 3) Henderson County Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

Section 9: Objections to the Specifications

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Henderson County's Purchasing Agent, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Henderson County's Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

Section 10: Errors in Bids

Bidders or their authorized representatives are expected to understand the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

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

Section 11: Alternate Bids

Alternate bids are allowed. Alternate bids are those that are not identical by manufacturer and/or model or has

substantially different specifications than what is outlined within the bid document. When alternate bids are submitted, the bidder must submit documentation for review as a part of the bid to show that the product meets or exceeds the specifications of the item(s) referenced in the specifications. It shall be the bidder's responsibility to show that the alternate bid submission is equivalent to what is being procured. Bidders may submit multiple bids on various manufacturers' brands/models.

Section 12: Bid Options

The County reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items when applicable. At the discretion of the County, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest, responsive, responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

Section 13: Bid Tabulations

Bidders may request a bid tabulation from the Purchasing Agent, after the bid has been awarded.

Section 14: Specifications

I. Overview:

To select a service provider for internet access

II. Contract Term

3 Years

III. Scope of Work:

Service Type	Function	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration
Data Transmission and/or Internet Access	Internet Access and Data Transmission Service	1 Gbps	10 Gbps	1	1	Each	Yes
Data Transmission and/or Internet Access	Standalone Data Transmission Service	100 Mbps	1 Gbps	6	6	Each	Yes

Section 15: Minority and Disadvantaged Business

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 as well as 2 CFR 200.321 of the Uniform Administrative Requirements, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County's contracting and procurement programs.

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

Section 16: Trade Secrets

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

Section 18: Funding Source of Bid

This purchase involves the use of Federal Funds, Emergency Connectivity Fund Program via the Federal Trade Commission. This bid is subject to Federal Uniform Administrative Requirements, Cost Principles, and Audit.

SECTION 17: Terms and Conditions

- I. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise

perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

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

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

must report all suspected or reported violations to the Federal awarding agency.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Attachment A)

Pursuant to Federal Rule (H) above, when federal funds are expended by

Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. (Attachment B)

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be

subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

H. Procurement of Recovered Materials CFR § 200.322

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

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

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

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 2 CFR § 200.216

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it has not (1) procured or obtained any equipment, system, or services that uses covered telecommunications equipment or services as a substantial essential component of any system or as critical technology of any system; (2) entered into, extended, or renewed a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (3) entered into, extended, or renewed contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (4) provided as part of its performance of this contract, subcontract, or other contractual instrument, any equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

K. Domestic Preference 2 CFR § 200.322

As permitted by federal and North Carolina law, Henderson County will, to the greatest extent practicable, provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

IV. E-Verification

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

V. Compliance with Purchase Order Terms & Conditions

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

VI. Certificate of Non-Collusion Statement

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

VII. Public Record

The seller acknowledges that notwithstanding any other provision to the contrary (including any statements regarding confidential information), this agreement, the confidential information and any documents, memorandum, data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this agreement may be deemed public records and subject to disclosure, in whole or in part, pursuant to the North Carolina Public Records Law. The County will provide the seller with reasonably prompt notice of any intended disclosures or requests for disclosure pursuant to the North Carolina Public Records Law. The seller may then choose to seek judicial protection of the confidential information consistent with all applicable laws and regulations. Should a public records request be made for information the seller claims is proprietary in nature, the County will, within a reasonable time, notify the seller of such public records request. The seller shall, within five (5) business days of said notification, provide notice to the County that it does or does not object to the County disclosing the requested information pursuant to the subject public records request. If the seller objects to the disclosure of the requested information, the seller agrees that it shall be solely responsible for the defense of and the cost of defending any claim or complaint against the County for its refusal to disclose confidential information. The seller agrees that if any such complaint or claim is filed it will indemnify the County and will reimburse the County for any and all damages awarded against the County its refusal to disclose the requested information. The seller agrees that it releases the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the release or disclosure or failure by the County to release or disclose confidential information. The seller further agrees that it waives the right to file any court action for any such release, disclosure, or failure to release or disclose confidential information.

VIII. Choice of Law

All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.

IX. Payment Terms

Contractor/bidder agrees to Net 30 payment terms. The contractor/bidder shall not charge late charges or finance charges for any reason. The contractor/bidder agrees to waive any deposits required. Invoices are payable in U.S. funds.

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Section 19: Attachments

Attachment A: Debarment and Suspension (Executive Orders 12549 and 12689)

Attachment B: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Attachment C: Vendor Information Form

ATTACHMENT A

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 proposal, 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 proposal that all subcontractors and suppliers (this requirement extends 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 proposal.

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public _____

My Appointment Expires _____

Bid Number: _____

Vendor: _____

ATTACHMENT B : CERTIFICATION REGARDING LOBBYING

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified **in** accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3, The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20____, in the State of _____;
and the county of _____.

Attachment C: Vendor Information Form

Company Name

Mailing Address

Point of Contact Name

Point of Contact Title

Phone Number

Fax

Email

Federal Tax ID Number

DUNS Number

Website

INTERNAL ROUTING

Required Attachments:

PERSONNEL

DATE RECEIVED

DATE PROCESSED

Completed IRS W-9 form dated within calendar year and signed by authorized personnel

PURCHASING AGENT

Minority and Women Owned Business (MWBE) certification if applicable

ASSISTANT FINANCE DIRECTOR (EFT ONLY)

Documentation showing registration within SAM.gov