



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION

NOTES:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

E-mail: _____

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County, Maryland.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
Washington County Administration Complex
100 West Washington Street, Third Floor, Suite 3200
Hagerstown, Maryland 21740

Attention: Rick F. Curry, CPPO, Director of Purchasing
Telephone Number: 240-313-2330

REQUEST FOR QUOTATION
**THIS IS NOT
AN ORDER**

DATE ISSUED

3/11/2024

DELIVERY WANTED

See Attachment

DESCRIPTION

Q-24-778

AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, April 10, 2024, no later than 3:00 P.M., (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend. All quoters who wish to hear a reading of the quotes shall call prior to the quotation opening 240-313-2330 to receive call in instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick F. Curry, CPPO, Director of Purchasing, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked **“QUOTATION – (Q-24-778) AIRPORT ENTRANCE MONUEMENT SIGN REPLACEMENT”** and bearing the vendor's name and address.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the costs as specified on the attached Specifications/Proposal Form.

NOTE: This page is to be returned with the Specifications/Proposal Form.

We quote you as above - F.O.B. _____

Official Signature _____

Name Printed _____

Telephone Number _____

Acknowledge Addenda # _____ Date _____

_____ Date _____, # _____ Date _____

Delivery/Service can be performed no later than _____
calendar days from receipt of order.

Date _____



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

In the near future, Washington County, Maryland will be moving to a procurement portal powered by Euna for accepting and evaluating solicitations. To register, visit <https://washco-md.ionwave.net>.

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com

AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT

REQUEST FOR QUOTATION

NOTICE TO BIDDERS/INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be submitted enclosed in a sealed opaque envelope bearing the name and address of the firm submitting the quote and marked “**QUOTATION – (Q-24-778) AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT**”. Name and address of firm to be clearly written on the front of the envelope. Quotations are to be addressed to Rick F. Curry, CPPO, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740. Please direct all inquiries to Rick F. Curry, CPPO at 240-313-2330. *Facsimile or Electronic Quotes will not be accepted.*

NOTE: All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their quotation and/or to attend the Pre-Quotation and/or the Quotation Opening Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, April 10, 2024**. Quotations will be opened at that time in the Washington County Administration Complex, Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend; or bidders wishing to hear a reading of the quotes shall call prior to the quotation opening 240-313-2330 to receive instructions.
3. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:** A Pre-Quotation Conference /Teleconference will be held in person at the Airport Fire Station Conference Room, Hagerstown Regional Airport, 18434 Showalter Road, Hagerstown, Maryland, on **Monday, March 18, 2024, at 11:00 A.M., (EDT/EST)** at which time County personnel will be present to answer any questions. All interested bidders are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged. All interested bidders wishing to take part in the meeting via-teleconference shall call prior to the meeting 240-313-2330 to receive instructions. Contractors wishing to visit the site(s) will be given the opportunity to do so with the County's Representative immediately following the Pre-Quotation Conference.
4. **RESPONSIBILITY OF CONTRACTOR:** Before submitting a quote, each Contractor shall visit the site(s) and shall be responsible for knowledge of the conditions affecting the work. The act of submitting a quote is to be considered acknowledgement of the Contractor that he/she has inspected the site(s) and is

familiar with the conditions and requirements and shall submit his/her quote accordingly. To gain access to the site(s), Contractor shall contact Neil Doran at 240-313-2777.

5. **AWARD OF CONTRACT:** The Total Lump Sum shall be used as the basis for evaluation of quotations and award of the Contract. If an award of Contract is made, the County reserves the right to award to the responsive, responsible Contractor who submits the lowest Total Lump Sum Quote for Option I or Option II or Option III. The contract will be awarded to the Contractor whose proposal, conforming to this request, will be the most advantageous to the County. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Contractor. Erasures or changes in quotations must be initialed.
6. **DELIVERY/INSTALLATION:** Delivery/Installation shall be made within thirty (30) consecutive calendar days after receipt of purchase order. The successful Contractor shall contact Neil Doran at 240-313-2777, seventy-two (72) hours prior to delivery and scheduling of installation.
7. **DISCOUNTS:** Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The bidder/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower tier transactions, solicitations, quotations, contracts, and subcontracts. Where the bidder/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
9. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties. The County's Director of Purchasing may request in writing the recommendation of the head of the County agency using the item or materials, or other objective sources.
10. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
11. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
12. **GENERAL:** This Request for Quotation, The Notice to Bidders/Instructions, the Scope of Work/Installation/Operation, the Form of Proposal, the Insurance Requirements for Independent Contractors, and the Government Wide Debarment and Suspension, bound herewith, shall be deemed a part

of the Contract documents for any and all divisions of the work and shall be referred to in interpreting said contract.

13. **GENERAL:** This Request for Quotation, The Notice to Bidders/Instructions, the Scope of Work/Installation/Operation, the Form of Proposal, the Insurance Requirements for Independent Contractors, and the Government Wide Debarment and Suspension, bound herewith, shall be deemed a part of the Contract documents for any and all divisions of the work and shall be referred to in interpreting said contract.
14. **INSURANCE:** Prior to issuance of a Purchase Order/Notice to Proceed and no later than twenty-four (24) hours after the deadline for receipt of quotations, the successful Bidder must show evidence of insurance as outlined in the copy of Washington County's – *Insurance Requirements for Independent Contractors* Policy included herein.
15. **INSTALLATION:** The equipment/associated hardware shall be installed per the manufacturer's recommendations and industry standard practices. All costs associated with installation shall be included in the Quoted price.
16. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Bidder find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from – Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Third Floor, Suite 3200, Hagerstown, MD 21740, FAX: 2403-13-2331; or send questions in Microsoft Word platform via email to purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Quoters by the Washington County Director of Purchasing in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. An exception as taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quote as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Any requests received after 4:00 P.M., (EDT/EST) Monday, March 25, 2024, may not be considered.** All official correspondence in regard to the specifications should be directed to and will be issued by the Washington County Purchasing Department.

17. **LIQUIDATED DAMAGES:** Liquidated damages shall be applied at the rate of fifty dollars (\$50) per calendar day for each calendar day that the Contractor fails to perform the required services in the specified month.
18. **MATERIAL AND WORKMANSHIP:** All equipment furnished shall be guaranteed to be new, unused and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship shall be of high quality and accomplished in a professional manner so as to ensure functionality of the equipment.

- 19. LUMP SUM PROPOSAL:** A lump sum proposal is requested for the procurement, delivery, and installation of an entrance monument sign replacement. The total quotation shall include the cost of any and all permits and/or fees, the cost of all applicable seals and other taxes required by local, state and federal laws, the cost of bonds and insurance required herein, the cost of all material, labor, tools, equipment, transportation, landfill user fees, superintending, and other services and facilities of every nature whatsoever or as may be necessary to complete the work as described in the specifications. The County shall be responsible for the required permits and inspection fees.
- 20. PAYMENT:** Payment will be made within thirty (30) days after satisfactory acceptance. All invoices shall include the amount(s) stipulated on the Form of Proposal for services satisfactorily rendered and approved by the respective department representative where the service was provided. Invoices shall be submitted to Hagerstown Regional Airport, 18434 Showalter Road, Hagerstown, Maryland 21740.
- 21. PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
- 22. POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 23. QUALIFICATIONS:** The Owner may make such investigations as he/she deems necessary to determine the ability of the Quoters to perform the work, and the Bidders shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted.
- 24. BIDDER'S RESPONSIBILITY:**
- a. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the Maryland Department of Assessments and Taxation <http://dat.maryland.gov/businesses/Pages/default.aspx>

- b. email address is charterhelp@helpdat.statemd.us and the phone number for the Maryland Department of Assessments and Taxation are: (410) 767- 1340 or (888) 264-5941.
- c. Each Bidder submitting a proposal for this work shall first examine the sites (see attached site photographs), verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will in any manner affect any work under his/her Contract. The Bidder shall accept the sites as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.

25. RESERVATIONS: The Board of County Commissioners of Washington County, Maryland reserves the right to reject any and/or all quotes, to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Quoter to correct any and all formalities, informalities, and technicalities in the best interest of the Washington County, Maryland.

26. SALES TAX: Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. The County will provide a sales tax exemption certificate for the items provided under this contract.

27. SUBSTITUTIONS: All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than **4:00 P.M., (EDT/EST) Monday, March 25, 2024**. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

28. TRADE NAMES/SUBSTITUTIONS: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Quoter proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated herein. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Quotes on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her Quote. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Quoter proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the Quote, and after award and before manufacture or shipment, the successful Quoter may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

29. TIME OF COMPLETION: By submission of his/her proposal, the Quoter agrees to commence work under this Contract upon receipt of the Notice to Proceed (a purchase order), prosecute the work diligently, and **complete work no later than thirty (30) calendar days after Notice to Proceed.** The time stated for completion shall include material procurement, delivery, installation, and final clean-up of the premises ready use.

**AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT
REQUEST FOR QUOTATION**

SCOPE OF WORK/INSTALLATION/OPERATION

1. SCOPE OF WORK:

- a. A new, replacement monument sign is needed at the airport terminal loop road entrance.
- b. The existing sign will need to be demolished and removed down to the stone base pedestal.
- c. There is a requirement for the sign to be illuminated at night.
 - Please include a separate option to your quote(s) for: one or more adjustable-angle, self-contained Solar-Powered LED lighting units equipped with light sensor for on/off operation, 80,000+ hour LED bulbs, and internal, long-life rechargeable Lithium-ion batteries. Solar LED light units are anticipated to run horizontally and be installed on the sign's stone base for vertical and horizontal illumination of both sides of the sign.
- d. The design concept for the new, double-sided sign is shown in the image below. Please provide separate, all-inclusive pricing for each sign option.
 - Option 1: All logo and lettering elements are dimensional and drilled into sign face.
 - Option 2: HGR logo is dimensional with remaining elements as flat, vinyl lettering.
 - Option 3: All logo and lettering elements are flat, vinyl.



2. INSTALLATION/OPERATION:

- a. Provide and install a new entrance sign at the terminal entrance loop road, facing both East and West.
- b. Provide and install all associated LED Lighting, all mounting hardware, and any other products needed to properly illuminate the sign.

Q-24-778

AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT

REQUEST FOR QUOTATION

FORM OF PROPOSAL

TO: **The Board of County Commissioners
of Washington County, Maryland
c/o Washington County Purchasing Dept.
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740**

FROM: _____

DATE: _____

**QUOTATION DUE: Wednesday, April 10, 2024
3:00 P.M., (EDT/EST)**

QUOTATION NO: Q-24-778

Ladies/Gentlemen:

We hereby submit our proposal for:

Airport Entrance Monument Sign Replacement

Having examined the site and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation Package, Request for Quotation dated March 11, 2024, the Notice to Bidders/Instructions, the Scope of Work/Installation/Operation, the Form of Proposal, the Insurance Requirements for Independent Contractors, the Government Wide Debarment and Suspension, and bearing the project name and title, including and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the specifications, for the stipulated total lump sum of:

OPTION 1 - TOTAL LUMP SUM (ENTRANCE SIGN REPLACEMENT)		
_____ Dollars		\$ _____
(Written)		(Figures)
_____ Cents		
(Written)		

Q-24-778

AIRPORT ENTRANCE MONUMENT SIGN REPLACEMENT

REQUEST FOR QUOTATION

FORM OF PROPOSAL

OPTION 2 - TOTAL LUMP SUM (ENTRANCE SIGN REPLACEMENT)	
_____ Dollars	\$ _____
(Written)	
_____ Cents	(Figures)
(Written)	

OPTION 3 - TOTAL LUMP SUM (FOR ENTRANCE SIGN REPLACEMENT)	
_____ Dollars	\$ _____
(Written)	
_____ Cents	(Figures)
(Written)	

VENDOR'S COMPANY/FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE NO: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

REMARKS/EXCEPTIONS: _____

POLICY TITLE: Insurance Requirements for Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County, Maryland against liability, loss, or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

Policy P-4 (continued)

2. **Comprehensive General Liability Insurance (continued)**

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure, and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____