



REQUEST FOR QUOTATION (RFQ)

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

NOTES:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

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, or online electronically at
<http://washco-md.ionwave.net>

Telephone Number: 240-313-2330

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

DATE ISSUED

9/12/2024

DESCRIPTION

SAMPLE BALLOT MAILER Q-24-792

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, October 9, 2024, no later than 3:00 P.M. (EDT/EST) "Hard-copy" quotes must be time-stamped in the Purchasing Department. **"Electronic"** quotes will be accepted at <https://washco-md.ionwave.net>. Opening of quotations will follow. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes by teleconference shall call 240-313-2330 prior to the opening to receive instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick F. Curry, CPPO - Director, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked **"QUOTATION – (Q-24-792) - SAMPLE BALLOT MAILER"** and bearing the vendor's name & address.

ELECTRONIC QUOTATIONS SHALL BE SUBMITTED TO: <https://washco-md.ionwave.net>.

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 said specifications and instructions for the costs as specified on the attached Form of Proposal.

NOTE: This page is to be returned with the Hard Copy Form of Proposal.

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

Acknowledge Addenda # _____ Date _____

Official Signature _____

_____ Date _____, # _____ Date _____

Name Printed _____

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

Telephone Number _____

Date _____

SAMPLE BALLOT MAILER

Q-24-792

INSTRUCTIONS

1. **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive low Quoter based on the total sum for the project. Separate costs for each department are requested for budgetary and invoicing purposes only. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. Upon approval of the cost proposal, it is the County's intent to issue a Notice to Proceed (purchase order) within fourteen (14) days.
2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Quoter/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 Quoter/Vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
3. **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.
4. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County 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, TTY Dial 711 to make arrangements no later than seven (7) calendar day prior to the Pre-Quotation Conference and/or Quotation Opening.
5. **ERRORS IN QUOTES:** When an error is made in extending total prices, the written unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the quoter. *Erasures or changes in bids must be initialed.*
6. **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.
7. **INSURANCE:** The successful Quoter must show, upon request and prior to the execution of a Contract or issuance of Purchase Orders and as required by the County, evidence of appropriate insurance as outlined in the attached ***Insurance Requirements for Independent Contractors*** policy on the certificate and the Board of County Commissioners of Washington County, Maryland shall be named as an additional insured. The certificate holder on the certificate shall be listed as the Board of County Commissioners of Washington County, Maryland, 100 West Washington Street, Hagerstown, Maryland.
8. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any vendor find discrepancies in, or omissions from, documents, or be in doubt of their meaning, he/she should at once request, in

writing, an interpretation from:

Rick F. Curry, CPPO - Director
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331; or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net
or by submitting questions electronically through the online bidding system
at <https://washco-md.ionwave.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. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his quote as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after **4:00 P.M. (EDT/EST), Thursday, September 26, 2024**, may not be considered.

9. **LATE CHARGES:** Assessments will be made at the rate of one (1%) percent of the total quoted price per day if the successful vendor fails to deliver by deadline for delivery. This assessment shall be deducted from the invoice price for the scheduled delivery.
10. **MULTIPLE BIDS:** No Quoter shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Quoters must determine for themselves which to offer. If said Quoter should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.
11. **PAYMENT:** Payment shall be made by the County within thirty (30) calendar days after the submittal of an invoice and the final delivery of each scheduled shipment of ballots by the successful vendor. Payment is contingent upon the inspection, approval, and acceptance of the ballots by the County's Representative. The invoice shall be submitted to the Washington County Board of Elections, 17718 Virginia Avenue, Hagerstown, MD 21740, for the total amount stipulated on the Form of Proposal relative to each delivery.
12. **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 quoter has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the quoter's bid."
13. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Maryland Code, Election Law Article, § 14-101 et seq., 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

Instructions

Sample Ballot Mailer

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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.

14. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:**

A Pre-Quotation Conference will be held in person in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland 21740, **2:00 P.M., (EDT/EST), Thursday, September 19, 2024**, at which time county personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting via teleconference shall call prior to the meeting 240-313-2330 to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation is not mandatory, but it is strongly encouraged.

15. **QUALIFICATIONS:** The County may make such investigations as it deems necessary to determine the ability of the Quoter to perform the work, and the Quoters shall furnish to the Owner all such information and data for this purpose as the County may request. The County reserves the right to reject any quotation if the evidence submitted by or investigation of, such Quoter fails to satisfy the County 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. A Quoter, if requested, shall submit evidence that he/she maintains a permanent place of business, has had appropriate experience, has available or can obtain personnel, equipment, and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her.

16. **QUANTITY:** The County guarantees neither a minimum/maximum quantity.

17. **QUOTATION SUBMISSION:** “**Hard Copy**” Quotations are to be enclosed in a sealed opaque envelope marked, “**QUOTATION – (Q-24-792) - SAMPLE BALLOT MAILER**” and bearing the vendor's name and address. Quotations are to be addressed to:

Washington County Purchasing Department
Attn: Rick F. Curry, CPPO - Director
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740

“**Electronic**” quotes shall only be accepted on the online bidding site at <http://washco-md.ionwave.net>. *Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.*

“**Hard Copy**” Quotations must be received, and time stamped in the Purchasing Department no later than **3:00 P.M. (EDT/EST), Wednesday, October 9, 2024**. Quotations will be opened and read at that time, in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland, 21740. All interested parties are invited to attend; or quoters wishing to hear a reading of the quotes via teleconference shall call prior to the meeting 240-313-2330 to receive instructions.

Quotations shall be submitted on the forms provided. Numbers shall be stated both in writing and in figures. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a corporation.

NOTE: All Quoters must enter the Washington County Administrative 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 quote and/or to attend the Pre-Quotation Conference and/or the Quote Opening. 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.

18. **REGISTRATION WITH THE MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION:** 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 State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and the phone numbers for the State Department of Assessments and Taxation are: (410) 767-1184 or (888) 246-5941.
19. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any 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 Washington County, Maryland.
20. **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.
21. **SUBSEQUENT QUOTES/PRINTINGS:** The County may request additional quotes for the Sample Ballot Mailer that were not included in this original RFQ document. The awarded printer shall assume the responsibility of providing quotes/printing services for additional print jobs not listed in this RFQ. These deliveries will follow similar timelines as outlined in the Specifications section under the Delivery and Order/Delivery Timeline subsections. Additional quotes shall mimic pricing contained in the submitted quote of the awarded printer when comparing type of envelopes with like quantities.
22. **SUBSTITUTIONS/SAMPLE:** No substitutions will be considered nor accepted.
23. A copy of the last quotation tabulation (Q-24-782) can be viewed at:
<https://www.washco-md.net/wp-content/uploads/purch-q-24-782-bidtab-win.pdf>

Q-24-792
PRINTING AND MAILING OF SAMPLE BALLOT
FOR THE 2024 GENERAL ELECTION

SPECIFICATIONS

DESCRIPTION: Printing and mailing of the 2024 General Sample Ballot

Please provide a total quote indicating a separate price for the following:

1. Total amount for printing
2. Total amount for postage (best rate)
3. Grand Total

The job will be awarded based on the Grand Total. The successful quoter shall not have the right to subcontract any work without the prior written consent of the County.

Item: Sample Ballot Mailer

Quantity: 89,430 Total Sample Ballots (4 different ballot styles)

Pages: 7-8 pages: 8 ½” x 11”

Text: Prints 1/1 Black on 70# White Offset

Binding: Refold to 5 ½ x 8 ½, tab(s) and mail

Printing Information:

1. The Election Director will provide new specifications for change of wording, etc. to include but not limited to the following:
 - a. Use of Arial or Calibri fonts;
 - b. Voting Instructions to include photos;
 - c. Early Voting Wording;
 - d. Use of Official election mail logo and early voting logo buttons;
 - e. Four (4) Ballot Styles for the General Election.

Mailing Information:

1. Sample Ballot shall be mailed by the successful vendor to every eligible registered voter in Washington County.
2. Polling Place name and address shall be printed on the outside.
3. Address shall contain voter ID number and barcode.
4. General Election: Mailers shall be tabbed and mailed no later than the following dates:
 - a. 1st File: no later than Friday, October 11, 2024
 - b. Final File: no later than Monday, October 21, 2024

Sample: Sample provided is intended solely for printing structure. It is not intended to represent correct color, correct weight or correct wording.

Proof:

1. Proofs of the General Election Sample Ballot will be delivered to the following:

Barry Jackson, Election Director
Washington County Board of Elections
17718 Virginia Avenue
Hagerstown, MD 21740
barry.jackson@maryland.gov

2. All proofs must be approved by the Board of Elections and State Board of Elections prior to any printing.
3. Printing shall be tested by the Board of Elections for printer and barcode scans.
4. **After receipt of the voter file and prior to printing and mailing; successful vendor shall provide sample proofs by ballot style and voter address to verify correct ballot style is associated with the correct legislative district and party affiliation.**

Delivery:

1. Deliver labeled Sample Ballot Mailers to the Post Office for mailing.
2. Email Barry Jackson with date of drop and location barry.jackson@maryland.gov.

Postage: Postage shall be part of the quote.

Balance of Sample Ballot Mailers:

1. After the final mailing - the balance of the Sample Ballot Mailers shall be delivered to the Washington County Board of Elections. Additional quantities have been ordered to have available at the Early Voting Sites and at each polling place on Election Day.

Item:	Requirements:	Due Date:
File(s) Provided by Election Board	<ul style="list-style-type: none">• Election Board will upload files to a secure site. Password encryption may be required.	<ul style="list-style-type: none">• <u>1st File:</u> no later than 5:00 P.M., (EDT/EST) Friday, October 4, 2024.• <u>Final File:</u> (all new registrants from October 5 – October 15, 2024), no later than 5:00 P.M., (EDT/EST) Thursday, October 17, 2024.
Mailing by successful vendor	<ul style="list-style-type: none">• Successful vendor shall deliver labeled Sample Ballot Mailers to the Post Office.• Email Barry Jackson barry.jackson@maryland.gov with date of drop and location.	<ul style="list-style-type: none">• <u>1st File:</u> no later than Friday, October 11, 2024.• <u>Final File:</u> no later than Monday, October 21, 2024.

Q-24-792
SAMPLE BALLOT MAILER

FORM OF PROPOSAL

Item No.	Description/Written Price for Total Quantity	Quantity of Ballots (Per Box)
1	<p>PRINTING OF SAMPLE BALLOT MAILER:</p> <p style="text-align: right;">_____ Dollars</p> <p style="text-align: center;">(Written)</p> <p style="text-align: right;">_____ Cents per</p> <p style="text-align: center;">(Written)</p>	<p>\$ _____</p> <p style="text-align: center;">(Figures)</p>
2	<p>POSTAGE:</p> <p style="text-align: right;">_____ Dollars</p> <p style="text-align: center;">(Written)</p> <p style="text-align: right;">_____ Cents per</p> <p style="text-align: center;">(Written)</p>	<p>\$ _____</p> <p style="text-align: center;">(Figures)</p>
TOTAL LUMP SUM		Figure Price (in numerical form)
<p>TOTAL SUM: (Item No's. 1 and 2 above)</p> <p style="text-align: right;">_____ DOLLARS</p> <p style="text-align: center;">(Written)</p> <p style="text-align: right;">_____ CENTS</p> <p style="text-align: center;">(Written)</p>		<p>\$ _____</p> <p style="text-align: center;">(Figures)</p>

Q-24-792
SAMPLE BALLOT MAILER

FORM OF PROPOSAL

VENDOR'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

REMARKS/EXCEPTIONS: _____



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

We are currently accepting electronic bids via our new online bidding system. In the near future, the Washington County, Maryland Purchasing Department will be moving **ALL** bidding opportunities to a procurement portal powered by Euna for accepting and evaluating solicitations. We strongly encourage you to register now to receive solicitation notices. To register, visit: <https://washco-md.ionwave.net>.

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County 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.

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 Washington County 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.

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 Insurance Department, Board of County Commissioners of Washington County 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, 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 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.

***This page shall be completed and returned with the Form of Proposal.**

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____