



**Invitation for Bid No. 2023-084
Transportation Office Furniture**

Due Date: July 25, 2023
Time: 2:30 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

1 Contents

2	Notice of Advertisement	4
3	Bid Submission	6
3.1	BID SUBMISSION DEADLINE	6
3.2	BID DELIVERY REQUIREMENTS	6
3.3	BID QUESTIONS	6
3.4	BID ADDENDUM	7
4	Instructions.....	7
4.1	COMMUNICATIONS.....	7
4.2	BIDDERS ACKNOWLEDMENT	7
4.3	DUPLICATE BIDS	7
4.4	BID SIGNATURES	7
4.5	BIDDERS RESPONSIBILITIES	7
4.6	REFERENCES	8
5	Introduction	8
5.1	COUNTY	8
5.2	PURPOSE	8
5.3	NOTICE OF FEDERAL FUNDING	8
6	Scope.....	8
7	Specifications.....	9
7.1	SPECIFICATION FORM	9
7.2	PRODUCT SPECIFICATIONS.....	9
7.3	SUBCONTRACTOR.....	9
7.4	DEVIATIONS.....	10
7.5	WARRANTY	10
7.6	SPECIAL INSTRUCTIONS	10
7.7	DELIVERY AND CHARGES	11
7.8	DELIVERY LOCATION.....	11
8	Evaluation of Bids and Award Procedures	11
8.1	BID INFORMATION.....	11
8.2	TERMS OF SUBMISSION	11
8.3	BID AWARD	11
8.4	APPLICATION OF NORTH CAROLINA GENERAL STATUTES	12
9	General Conditions and Requirements.....	12
9.1	MINIMUM REQUIREMENTS FOR BIDDERS.....	12
9.2	TERMS AND CONDITIONS	12
9.3	CERTIFICATION.....	12
9.4	FINANCIAL INFORMATION.....	12
9.5	CONTRACTUAL OBLIGATIONS	13
9.6	COMPLIANCE WITH LAWS.....	13
9.7	MODIFICATION OR WITHDRAWAL OF BID.....	13
9.8	DISPUTES	13
9.9	CONTRACT COMMENCEMENT.....	13
9.10	RIGHT OF CANCELLATION	13
9.11	EQUAL EMPLOYMENT OPPORTUNITY	14
9.12	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN	14
9.13	LICENSES	14
9.14	E-VERIFY	14

9.15	DRUG-FREE WORKPLACE.....	14
9.16	INSURANCE.....	15
9.17	INDEMNIFICATION	17
10	Appendix A – Specification Form.....	18
11	Appendix B – Price Form.....	32
12	Appendix C – Bid Submission Form.....	46
13	Appendix D – Addendum and Anti-Collusion Form.....	47
14	Appendix E – Federal Requirements and Special Conditions	48

2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2023-084
Transportation Office Furniture

Sealed bids for the purchase of Transportation Office Furniture will be received by the Union County Procurement Department *until 2:30 PM* local time on **July 25, 2023** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112, at which time the Bids received will be publicly opened and read. **Late bids will not be accepted.**

Union County, North Carolina, through the Human Services Transportation Division, is soliciting bids from qualified firms to furnish, deliver and install office furniture as outlined in this solicitation.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED – 2023-084**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

The work performed under the resulting contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (20), dated October 1, 2013, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

This procurement may be made using State of North Carolina and/or the Federal Transit Administration financial assistance grants awarded to Union County Transportation. The successful supplier shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Website www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **July 11, 2023 at 5:00 PM** local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for Transportation Office Furniture *until* **July 25, 2023 at 2:30 PM EDT** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. **Late bids will not be accepted.**

3.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Contractor Submitting Bid]

IFB No. 2023-084

Transportation Office Furniture

Attention: Vicky Watts

Your company name and the solicitation number must be visible on the delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center

Procurement Department

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Vicky Watts

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

3.3 BID QUESTIONS

Bid questions will be due on or before **July 11, 2023 at 5:00 PM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follow: IFB 2023-084 Transportation Office Furniture. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

3.4 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. It is the bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix - D Addendum and Anti-Collusion Form.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.3 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must be an authorized dealer of the proposed scale and associated

equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.

4.6 REFERENCES

The bidder must provide a minimum of three client references that includes the purchase and installation of furniture of same manufacturer and model within the last two years. Union County has the right to contact these references to determine customer satisfaction of product, construction, and maintenance of the proposed furniture.

5 INTRODUCTION

5.1 COUNTY

Union County, North Carolina (population 242,657) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

5.2 PURPOSE

Union County, North Carolina, through the Human Services Transportation Division, is soliciting bids from qualified firms to furnish, deliver and install office furniture as outlined in this solicitation.

5.3 NOTICE OF FEDERAL FUNDING

The work performed under the resulting contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (20), dated October 1, 2013, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

This procurement may be made using State of North Carolina and/or the Federal Transit Administration financial assistance grants awarded UCT. The successful supplier shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

6 SCOPE

Union County is soliciting bids for the purchase, delivery and installation of all furniture listed on Appendix A - Specification Form. The items selected were specified to achieve design aesthetics, quality, and cost desired for specific needs appropriate for this project. Although the manufacturer for the selected list is KI, it is not the intent to discriminate against an "or equal" product. It is the intent to set a definite standard. Open competition is expected and desired but, in all cases, complete supporting data must be submitted on or before, **July 11, 2023, at 5:00 PM** local time, on all substitutions and exceptions proposed. Samples and/or documentation shall be submitted for comparison when requested. Bidders are requested to offer only equivalent comparable units, which will provide the features and performance needed and implied.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications.

Note: Because of the differences between manufacturers in the design, materials and construction methods, the County reserves the right to evaluate all bids/proposals and to vary from these specifications when in its opinion, such variances is in the County's best interest. This includes the approval of substitutions by the bidder for one item for another as being equal to specifications, performance and quality. The specifications and requirements described are to indicate certain features requested by the County and are in no way to be construed to be restrictive to eliminate any item or items which are necessary to provide a complete, safe and fully functional system.

7 SPECIFICATIONS

7.1 SPECIFICATION FORM

Please check Comply or Not Comply for each item listed on Appendix A - Specification Form. Items checked Comply, must meet specifications exactly. For all the items checked Does Not Comply, clearly note differences in the space provided or on a separate sheet of paper. All substitutions and exceptions proposed must be emailed to vicky.watts@unioncountync.gov no later than **5:00 PM EDT on July 11, 2023**. Attach the completed Specification Form along with the proposed product specifications to include manufacturer, part number and website address. The email subject line should read: Exception Request for IFB 2023-084 Transportation Office Furniture. After review by County staff, the decision to accept or reject the proposed exception or "Like Model" will be issued by Addendum.

The County reserves the right to review any exceptions and determine acceptability. Failure to note exceptions will result in rejection of bid.

7.2 PRODUCT SPECIFICATIONS

Provide product technical data/specification documents. Please do not include any sales or marketing brochures.

7.3 SUBCONTRACTOR

If subcontractors are to be used on this project, please submit with bid the following information:

- Company Name
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed

subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor.

The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

7.4 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

7.5 WARRANTY

Union County requires, at a minimum, a 1-year unlimited warranty on all furniture including installation. Provide warranty information on Appendix B – Price Form.

7.6 SPECIAL INSTRUCTIONS

Vendor shall:

1. Protect existing amenities of the site during the project and shall be held liable for any resulting damages.
2. Be responsible for installation of all new materials.
3. Be responsible for all cleanup of area following completion of project.
4. Provide anticipated delivery dates for all items within 3 weeks of bid award.
5. Must notify the County if the anticipated delivery date changes.
6. Provide regular updates in writing of status changes and or anticipated delivery dates.
7. Attend requested meetings as required for building access and general site coordination.

8. Inspect furnishings for damages and or defects.
9. Assume responsibility for any damages, errors, or omissions attributable to the shipper, manufacturer, or installation and reorder products for like in new condition.
10. Coordinate all warranty services and provide copies of warranties & maintenance information.

7.7 DELIVERY AND CHARGES

No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

7.8 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

Union County Progress Building
1407 Airport Road
Monroe, NC 28110

8 EVALUATION OF BIDS AND AWARD PROCEDURES

8.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

8.2 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

8.3 BID AWARD

Award will be made to the lowest responsive and responsible bidder who meets the requirements listed in this bid document.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible, responsible bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

8.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

9.2 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

9.3 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this solicitation.

9.4 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years.
2. Credit reports, credit bulletins, bank and vendor references, and any other

- published statements by agencies that have been issued or published about the entity within the past five (5) years.
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years.
 4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

9.5 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the awarded bidder.

9.6 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

9.7 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

9.8 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

9.9 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

9.10 RIGHT OF CANCELLATION

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

9.11 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

9.12 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

9.13 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

9.14 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

9.15 DRUG-FREE WORKPLACE

During the performance of this project, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

9.16 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS' COMPENSATION**

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. **COMMERCIAL GENERAL LIABILITY**

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. **COMMERCIAL AUTOMOBILE LIABILITY**

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee

or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

9.17 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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10 APPENDIX A – SPECIFICATION FORM

IFB No. 2023-084 Transportation Office Furniture

Please check Comply or Not Comply for each item listed below. Items checked Comply, must meet specifications exactly and be submitted with bid. For all the items checked Not Comply, clearly note differences in the space provided or on a separate sheet of paper.

All substitutions and exceptions proposed must be emailed to vicky.watts@unioncountync.gov no later than 5:00 PM EDT on TBD. Attach the completed Specification Form below (pages 18 – 31) and include substitute/exceptions product specifications to consist of manufacturer, model description, part number and website address. The email subject line should read: Exception Request for IFB 2023-084 Transportation Office Furniture. After review by County staff, the decision to accept or reject the proposed exception or "Like Model" will be issued by Addendum.

Company Name: _____

Model Number	Model Description	Not		Notes
		Comply	Comply	
ASHDUO.3-TT	Ashley Duo Module, 3' Cottonwood (/TT)			
CFS06.SL	Monitor Arm, 12" Post, Dual Screen, 2 Height-Adjust Double Ext Arm, Silver			
BOBR101620DC- L-LG-FLG-NLC- SCL-NUSB	Bobbr Storage, Top Drawer, Cubby w/ Door, 10"W x 15.5"D x 19.63"H Hinged left (/L) Light Tone (/LG) Light Tone (/FLG) No lock core (/NLC) Satin Chrome (/SCL) No USB power (/NUSB)			
KISN88MC2- SBL-NLS-P-BLBR- MSC-NFR- 27270104P	Signia Advanced Synchrotilt Task Chair, Mesh Back, 4D Arms Black (/SBL) No lumbar support (lumber option under development) (/NLS) Black plastic base (/P) Black (/BLBR) Multi-Surface Caster (/MSC) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) FRIEZE (FRIEZE) POWELL (/27.270.104.P)			

Model Number	Model Description	Comply	Not Comply	Notes
S7P/1520WBBF-CLSC-LG-NLC-SCL	700 Series Files Supporting Ped-Box/Box/File-20" Nominal Depth Classic (inset pull) (/CLSC) Light Tone (/LG) No lock core (/NLC) Satin Chrome (/SCL)			
S7P/1520WFF-CLSC-LG-NLC-SCL	700 Series Files Supporting Ped-File/File-20" Nominal Depth Classic (inset pull) (/CLSC) Light Tone (/LG) No lock core (/NLC) Satin Chrome (/SCL)			
S23354967-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,23-1/2x70-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)			
47.2320.SLVR	Vertical Cable Manager			
U2W9072-LG	Unite 2-Way 90 Deg "L" Corner,72"H Light Tone (/LG)			
U3W9072-LG	Unite 3-Way 90 Deg "T" Corner,72"H Light Tone (/LG)			
U4W9072-LG	Unite 4-Way "X" Intersection,72"H Light Tone (/LG)			
UCANTST.L-LG	Unite Standard Cantilever Bracket, Left Light Tone (/LG)			
UCANTST.R-LG	Unite Standard Cantilever Bracket, Right Light Tone (/LG)			
UEOR72-LG	Unite End-Of-Run Condition,72"H Light Tone (/LG)			

Model Number	Model Description	Not		Notes
		Comply	Comply	
UET6PJINL	Unite Inline Panel Jumper,6 Circuit,12"L			
UET6PJINT	Unite Intersection Panel Jumper,6 Circuit,15-1/2"L			
UET6RBFU-LG	Unite Base Infeed w/Bezel, Standard Base,6 Circuit Light Tone (/LG)			
UET6RRC.1-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 1 Light Tone (.LG)			
UET6RRC.2-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 2 Light Tone (.LG)			
UET6RRC.3-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 3 Light Tone (.LG)			
UET6WW.24	Unite Rigid Wireway,10-Wire System,6 Circuit,24"W Panel			
UET6WW.54	Unite Rigid Wireway,10-Wire System,6 Circuit,54"W Panel			
UET6WW.72	Unite Rigid Wireway,10-Wire System,6 Circuit,72"W Panel			
UETRT.24	Unite Raceway Cable Trough For 24" Panel			
UETRT.54	Unite Raceway Cable Trough For 54" Panel			
UETRT.72	Unite Raceway Cable Trough For 72" Panel			
UMFR2456-N-LG-T1SWS1-T1SWS2-DP	Unite Mono Fabric Panel, Standard Base Raceway,24Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic - with cutouts (/DP)			

Model Number	Model Description	Not		Notes
		Comply	Comply	
UMFR3056-N-LG-T1SWS1-T1SWS2-DN	Unite Mono Fabric Panel, Standard Base Raceway,30Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic, no cutouts (/DN)			
UMFR5456-LG-N-DP-T1SWS1-T1SWS2	Unite Mono Fabric Panel, Standard Base Raceway,54Wx56"H Light Tone (/LG) No topcap (/N) Domestic - with cutouts (/DP) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2)			
UMFR7256-N-LG-T1SWS1-T1SWS2-D1	Unite Mono Fabric Panel, Standard Base Raceway,72Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic, 1 side w/cutouts (/D1)			
UNWM72-LG	Unite Adjust Wall Mount,72" Light Tone (/LG)			
USTG2416-LG-GLA	Unite Glass Stacking Section,24"x 16"H Light Tone (/LG) Clear (/GLA)			
USTG3016-LG-GLA	Unite Glass Stacking Section,30"x 16"H Light Tone (/LG) Clear (/GLA)			

Model Number	Model Description	Not		Notes
		Comply	Comply	
USTG5416-LG-GLA	Unite Glass Stacking Section,54"x 16"H Light Tone (/LG) Clear (/GLA)			
USTG7216-LG-GLA	Unite Glass Stacking Section,72"x 16"H Light Tone (/LG) Clear (/GLA)			
UWR2454-74P-EIT-LCR-LG-LIT	Unite Rectangular Worksurface,74P Edge,24x54"W Italian Silver Ash edge (/EIT) Grommet : Left/center/right (/LCR) Light Tone grommet (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT)			
AH4R3029P-74P-EIT-LIT-LG	Athens Round Table,4"Column,20" Base,Powdercoat,29"H,30"Dia,74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG)			
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L101-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #101 (/L101) Connection Zone pull (/CZP)			
CZSPP1524-NFR-27234094P	CZ Pedestal Pad 15x21-5/8" Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)			
KT1311-CO-GPL-NFR-27234094P	Katera Four Leg Arm Chair with Glides, Uph Seat/Back Cottonwood (/CO) Plastic glides (/GPL) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)			

Model Number	Model Description	Comply	Not Comply	Notes
7FB/30615/2D360B-CLSC-LG-CBW-KA-SCL-L101	700 Series Files Bookcase 36"H/File 30"Wx18"Dx65-9/32"H-w/Two Adj Shelves Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #101 (/L101)			
S23354972-NA- *Modified-EIT-S-LIT-NA- *Modified-IWH-G-EIT Italian Silver Ash-LIT Italian Silver Ash	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x70-1/2" NA (NA) Modesty, Laminate-73P, Fixed, 10"H (*Modified) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G) Additional Option Selection (EIT Italian Silver Ash) Additional Option Selection (LIT Italian Silver Ash)			
S23354973-NMP-EIT-LIT-NA- *Modified-G	*Modified-Workup Rectangular Table, Fixed Base,74P Edge,23-1/2x46-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) Glides (/G)			

Model Number	Model Description	Comply	Not Comply	Notes
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L102-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102) Connection Zone pull (/CZP)			
7FB/30615/2D360B-CLSC-LG-CBW-KA-SCL-L102	700 Series Files Bookcase 36"H/File 30"Wx18"Dx65-9/32"H-w/Two Adj Shelves Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102)			
S7L/302402D-CLSC-LG-CBW-KA-SCL-L102	700 Series Files Lat File, 2H-30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102)			
S7L/6018T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units, 74P Edge, 60x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)			
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L133-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #133 (/L133) Connection Zone pull (/CZP)			

Model Number	Model Description	Comply	Not Comply	Notes
S7L/302402D-CLSC-LG-CBW-KA-SCL-L103	700 Series Files Lat File,2H-30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #103 (/L103)			
S7L/30240HD-CLSC-LG-KA-SCL-L103	700 Series Files Cabinet-1 Shelf-30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #103 (/L103)			
S7L/12018T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units,74P Edge,120x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)			
S23354980-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x58-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)			
S23354981-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x70-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)			

Model Number	Model Description	Comply	Not Comply	Notes
S23354976- NMP-EIT-LIT- NA-*Modified-G	*Modified-Workup Rectangular Table, Fixed Base,74P Edge,23-1/2x40-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) Glides (/G)			
TFSFF7260- FADJ-N-LG- T1SW	Tattoo Segmented Flex Screen w/Fabric Lower and Upper Cores 72"Wx60"H Adjustable (/FADJ) No top cap (specify for use with toppers) (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SW)			
TSTPA72-ACS- LG	Tattoo Acrylic Topper Kit, 72"W Colorless Acrylic (/ACS) Light Tone (/LG)			
CZBDSA2419/1- 74P-FFL-LG- CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding left end (/FFL) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			
CZBDSA2419/1- 74P-FFM-LG- CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding middle (/FFM) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			

Model Number	Model Description	Comply	Not Comply	Notes
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L105-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #105 (/L105) Connection Zone pull (/CZP)			
CZBDSA2419/1-74P-FFR-LG-CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding right end (/FFR) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			
CZBSS247296/F-LG-GCL	CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 72-96",Fixed,Standard Height Light Tone (/LG) Clear (/GCL)			
CZBWR24961NM-74P-CSD-LR-LIT-EIT	CZ 24" Deep Rectilinear Worksurface, Single-Sided, Standard Height,24x96,74P Edge Cutout for Dean (/CSD) Cutout : Left/right (/LR) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT)			
S7L/364804D-CLSC-LG-CBW-KA-SCL-L105	700 Series Files Lat File,4H-36Wx18Dx51-1/2"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #105 (/L105)			

Model Number	Model Description	Comply	Not Comply	Notes
LL7200-NFR-PLG-CH-GPL-NFR-27234094P	LimeLite High Density Armless Chair, Uph Seat/Poly Back Compliance to TB 117-2013 (-NFR) Light Tone (/PLG) Chrome (/CH) Plastic glides (/GPL) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)			
S7L/10818T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units, 74P Edge, 108x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)			
PIFR4284-74P-EIT-LIT-LG-4EC-NNN-NMP	Pirouette, Rectangular, 42x84", 29H, 74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG) Black wheel, Silver hub-2 locking/2 non-locking (/4EC) No grommets/No PowerUp/No wire management (/NNN) No modesty panel (/NMP)			
S23355002-NA- *Modified-EIT- S-LIT-NA- *Modified-IWH- G-EIT Italian Silver Ash-LIT Italian Silver Ash	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht, 74P Edge, 29-1/2x58-1/2" NA (NA) Modesty, Laminate-73P, Fixed, 10"H (*Modified) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G) Additional Option Selection (EIT Italian Silver Ash) Additional Option Selection (LIT Italian Silver Ash)			

Model Number	Model Description	Comply	Not Comply	Notes
PIFR1872H36-74P-EIT-LIT-LG-4EC-NNN-NMP	Pirouette, Counter Height,Fixed,Rectangular,18x72",36H,74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG) Black wheel, Silver hub-2 locking/2 non-locking (/4EC) No grommets, PowerUp, wire management/No cutouts (/NNN) No modesty panel (/NMP)			
S23355047-NA-*Modified	*Modified-Kit, Metal Grommet for Dean NA (NA) Light Tone paint (*Modified)			
CZBDSA2419/1-74P-FFL-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding left end (/FFL) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			
CZBDSA2419/1-74P-FFM-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding middle (/FFM) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			
CZBDSA2419/1-74P-FFR-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding right end (/FFR) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)			

Model Number	Model Description	Comply	Not Comply	Notes
CZBSS247296/F-BL-GCL	CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 72-96",Fixed,Standard Height Black (/BL) Clear (/GCL)			
CZBWR24961NM-74P-CSD-LR-LAZ-EAZ	CZ 24" Deep Rectilinear Worksurface, Single-Sided, Standard Height,24x96,74P Edge Cutout for Dean (/CSD) Cutout : Left/right (/LR) KI Laminates (Standard) STERLING ASH 7995-38 (/LAZ) Sterling Ash edge (/EAZ)			
CZSLKLRG3060-PLCK-ND-FND	CZ Steel Personal Locker, Large Locker 2x2 w/Padlock,30"Wx63-3/4"H Nordic (/ND) Nordic (/FND)			
LL2100-NFR-PBL-CH-UCBL	LimeLite Four Leg Armless Chair with Casters, Poly Seat/Back Compliance to TB 117-2013 (/NFR) Black (/PBL) Chrome (/CH) Black (/UCBL)			
PRM3/B3/OT-ODND	Promenade Tandem,3 Benches, No Table,Unupholstered,69"W Outdoor Coating (OUTDOOR) Outdoor Nordic (/ODND)			
PRM3/S3/OT-ODND	Promenade Tandem,3 Seats, No Table,Unupholstered,69"W Outdoor Coating (OUTDOOR) Outdoor Nordic (/ODND)			
S7L/18615HWL-CLSC-BL-KS-BLL	700 Series Files Wardrobe Cabinet w/Left Door-18Wx18Dx65-9/32"H Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)			

Model Number	Model Description	Comply	Not Comply	Notes
S7L/18615HWR- CLSC-BL-KS-BLL	700 Series Files Wardrobe Cabinet w/Right Door-18Wx18Dx65-9/32"H Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)			
S7L/36735HD- CLSC-BL-KS-BLL	700 Series Files Cabinet-4 Shelves- 36Wx18Dx77-17/32" Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)			
S23352893-BL- *Modified- *Modified	*Modified-700 Series Files Bookcase- 30Wx66Hx12"D-4 Adj Shelves Black (/BL) 700 Series Files Bookcase-30Wx66.812H x 12"D. Mail sorter with lower open section - total unit qty of 3 placed side by side (*Modified) 8 sorting shelves approx. 6"H x 14.25"W for 16 mail slots per unit. (*Modified) Unit must be secured because of tipping risk. Unit must be ganged to adjacent units or anchored to a secured structure. (External Note)			

Company Name: _____

11 APPENDIX B – PRICE FORM

IFB No. 2023-084 Transportation Office Furniture

SUBMIT WITH BID

The Bidder must furnish, in the spaces provided on the following pages, unit costs and extended price per quantities provided for each item. Unit prices shall include all labor, overhead and profit, materials, shipping/deliver, equipment, appliances, and installation and other necessary operations to cover finished work of the kinds called for. State and local taxes shall not be included in the unit prices.

Failure to complete this form and return with bid package shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

Company Name: _____

Model Number	Model Description	Quantity	Unit Cost	Extended Price
ASHDUO.3-TT	Ashley Duo Module, 3' Cottonwood (/TT)	4		
CFS06.SL	Monitor Arm,12" Post, Dual Screen,2 Height-Adjust Double Ext Arm, Silver	8		
BOBR101620DC-L- LG-FLG-NLC-SCL- NUSB	Bobbr Storage, Top Drawer, Cubby w/ Door, 10"W x 15.5"D x 19.63"H Hinged left (/L) Light Tone (/LG) Light Tone (/FLG) No lock core (/NLC) Satin Chrome (/SCL) No USB power (/NUSB)	4		
KISN88MC2-SBL- NLS-P-BLBR-MS- NFR-27270104P	Signia Advanced Synchrotilt Task Chair, Mesh Back, 4D Arms Black (/SBL) No lumbar support (lumber option under development) (/NLS) Black plastic base (/P) Black (/BLBR) Multi-Surface Caster (/MSC) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) FRIEZE (FRIEZE) POWELL (/27.270.104.P)	12		

S7P/1520WBBF-CLSC-LG-NLC-SCL	700 Series Files Supporting Ped-Box/Box/File-20" Nominal Depth Classic (inset pull) (/CLSC) Light Tone (/LG) No lock core (/NLC) Satin Chrome (/SCL)	4		
S7P/1520WFF-CLSC-LG-NLC-SCL	700 Series Files Supporting Ped-File/File-20" Nominal Depth Classic (inset pull) (/CLSC) Light Tone (/LG) No lock core (/NLC) Satin Chrome (/SCL)	4		
S23354967-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table,ANSI HFES Electric Adjustable Ht,74P Edge,23-1/2x70-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)	4		
47.2320.SLVR	Vertical Cable Manager	10		
U2W9072-LG	Unite 2-Way 90 Deg "L" Corner,72"H Light Tone (/LG)	4		
U3W9072-LG	Unite 3-Way 90 Deg "T" Corner,72"H Light Tone (/LG)	1		
U4W9072-LG	Unite 4-Way "X" Intersection,72"H Light Tone (/LG)	1		
UCANTST.L-LG	Unite Standard Cantilever Bracket, Left Light Tone (/LG)	4		
UCANTST.R-LG	Unite Standard Cantilever Bracket, Right Light Tone (/LG)	4		
UEOR72-LG	Unite End-Of-Run Condition,72"H Light Tone (/LG)	4		
UET6PJINL	Unite Inline Panel Jumper,6 Circuit,12"L	2		
UET6PJINT	Unite Intersection Panel Jumper,6 Circuit,15-1/2"L	6		
UET6RBFU-LG	Unite Base Infeed w/Bezel, Standard Base,6 Circuit Light Tone (/LG)	1		

UET6RRC.1-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 1 Light Tone (.LG)	8		
UET6RRC.2-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 2 Light Tone (.LG)	4		
UET6RRC.3-LG	Unite 15 Amp Duplx Receptacle w/Bezel,Racewy,6 Circuit, Cir 3 Light Tone (.LG)	4		
UET6WW.24	Unite Rigid Wireway,10-Wire System,6 Circuit,24"W Panel	2		
UET6WW.54	Unite Rigid Wireway,10-Wire System,6 Circuit,54"W Panel	2		
UET6WW.72	Unite Rigid Wireway,10-Wire System,6 Circuit,72"W Panel	4		
UETRT.24	Unite Raceway Cable Trough For 24" Panel	2		
UETRT.54	Unite Raceway Cable Trough For 54" Panel	2		
UETRT.72	Unite Raceway Cable Trough For 72" Panel	4		
UMFR2456-N-LG-T1SWS1-T1SWS2-DP	Unite Mono Fabric Panel, Standard Base Raceway,24Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic - with cutouts (/DP)	2		
UMFR3056-N-LG-T1SWS1-T1SWS2-DN	Unite Mono Fabric Panel, Standard Base Raceway,30Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic, no cutouts (/DN)	4		

UMFR5456-LG-N-DP-T1SWS1-T1SWS2	Unite Mono Fabric Panel, Standard Base Raceway,54Wx56"H Light Tone (/LG) No topcap (/N) Domestic - with cutouts (/DP) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2)	2		
UMFR7256-N-LG-T1SWS1-T1SWS2-D1	Unite Mono Fabric Panel, Standard Base Raceway,72Wx56"H No topcap (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS1) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SWS2) Domestic, 1 side w/cutouts (/D1)	4		
UNWM72-LG	Unite Adjust Wall Mount,72" Light Tone (/LG)	1		
USTG2416-LG-GLA	Unite Glass Stacking Section,24"x 16"H Light Tone (/LG) Clear (/GLA)	2		
USTG3016-LG-GLA	Unite Glass Stacking Section,30"x 16"H Light Tone (/LG) Clear (/GLA)	4		
USTG5416-LG-GLA	Unite Glass Stacking Section,54"x 16"H Light Tone (/LG) Clear (/GLA)	2		
USTG7216-LG-GLA	Unite Glass Stacking Section,72"x 16"H Light Tone (/LG) Clear (/GLA)	4		
UWR2454-74P-EIT-LCR-LG-LIT	Unite Rectangular Worksurface,74P Edge,24x54"W Italian Silver Ash edge (/EIT) Grommet : Left/center/right (/LCR) Light Tone grommet (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT)	4		

AH4R3029P-74P-EIT-LIT-LG	Athens Round Table,4"Column,20" Base,Powdercoat,29"H,30"Dia,74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG)	2		
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L101-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #101 (/L101) Connection Zone pull (/CZP)	1		
CZSPP1524-NFR-27234094P	CZ Pedestal Pad 15x21-5/8" Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)	4		
KT1311-CO-GPL-NFR-27234094P	Katera Four Leg Arm Chair with Glides, Uph Seat/Back Cottonwood (/CO) Plastic glides (/GPL) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)	8		
7FB/30615/2D360B-CLSC-LG-CBW-KA-SCL-L101	700 Series Files Bookcase 36"H/File 30"Wx18"Dx65-9/32"H-w/Two Adj Shelves Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #101 (/L101)	1		

<p>S23354972-NA- *Modified-EIT-S-LIT- NA-*Modified-IWH- G-EIT Italian Silver Ash-LIT Italian Silver Ash</p>	<p>*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x70-1/2" NA (NA) Modesty, Laminate-73P, Fixed, 10"H (*Modified) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G) Additional Option Selection (EIT Italian Silver Ash) Additional Option Selection (LIT Italian Silver Ash)</p>	<p>2</p>		
<p>S23354973-NMP- EIT-LIT-NA- *Modified-G</p>	<p>*Modified-Workup Rectangular Table, Fixed Base,74P Edge,23-1/2x46-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) Glides (/G)</p>	<p>3</p>		
<p>CZPDL24MBF-LG- LIT-EIT-KA-SCL- L102-CZP</p>	<p>CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102) Connection Zone pull (/CZP)</p>	<p>1</p>		

7FB/30615/2D360B-CLSC-LG-CBW-KA-SCL-L102	700 Series Files Bookcase 36"H/File 30"Wx18"Dx65-9/32"H-w/Two Adj Shelves Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102)	1		
S7L/302402D-CLSC-LG-CBW-KA-SCL-L102	700 Series Files Lat File,2H-30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #102 (/L102)	2		
S7L/6018T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units,74P Edge,60x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)	1		
CZPDL24MBF-LG-LIT-EIT-KA-SCL-L133-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #133 (/L133) Connection Zone pull (/CZP)	1		
S7L/302402D-CLSC-LG-CBW-KA-SCL-L103	700 Series Files Lat File,2H-30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #103 (/L103)	3		

S7L/30240HD-CLSC-LG-KA-SCL-L103	700 Series Files Cabinet-1 Shelf- 30Wx18Dx27"H Classic (inset pull) (/CLSC) Light Tone (/LG) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #103 (/L103)	1		
S7L/12018T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units,74P Edge,120x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)	1		
S23354980-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x58-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)	2		
S23354981-NMP-EIT-S-LIT-NA-*Modified-IWH-G	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x70-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G)	1		

S23354976-NMP-EIT-LIT-NA-*Modified-G	*Modified-Workup Rectangular Table, Fixed Base,74P Edge,23-1/2x40-1/2" No modesty panel (/NMP) Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) Glides (/G)	1		
TFSFF7260-FADJ-N-LG-T1SW	Tattoo Segmented Flex Screen w/Fabric Lower and Upper Cores 72"Wx60"H Adjustable (/FADJ) No top cap (specify for use with toppers) (/N) Light Tone (/LG) Fabric Grade 1 (GRD1) 1 THEORUM (1TUPHHEORUM) SNOW (/T1SW)	1		
TSTPA72-ACS-LG	Tattoo Acrylic Topper Kit, 72"W Colorless Acrylic (/ACS) Light Tone (/LG)	1		
CZBDSA2419/1-74P-FFL-LG-CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding left end (/FFL) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		
CZBDSA2419/1-74P-FFM-LG-CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding middle (/FFM) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		

CZPDL24MBF-LG-LIT-EIT-KA-SCL-L105-CZP	CZ Mobile Pedestal, Steel Shell, Laminate Drawer, Box/File 24" Nominal Depth Light Tone (/LG) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #105 (/L105) Connection Zone pull (/CZP)	1		
CZBDSA2419/1-74P-FFR-LG-CSW-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding right end (/FFR) Light Tone (/LG) Shadow (/CSW) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		
CZBSS247296/F-LG-GCL	CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 72-96",Fixed,Standard Height Light Tone (/LG) Clear (/GCL)	1		
CZBWR24961NM-74P-CSD-LR-LIT-EIT	CZ 24" Deep Rectilinear Worksurface, Single-Sided, Standard Height,24x96,74P Edge Cutout for Dean (/CSD) Cutout : Left/right (/LR) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/EIT)	1		
S7L/364804D-CLSC-LG-CBW-KA-SCL-L105	700 Series Files Lat File,4H-36Wx18Dx51-1/2"H Classic (inset pull) (/CLSC) Light Tone (/LG) With Counterbalance (/CBW) Key alike (/KA) Satin Chrome (/SCL) Key Alike Lock #105 (/L105)	3		

LL7200-NFR-PLG-CH-GPL-NFR-27234094P	LimeLite High Density Armless Chair, Uph Seat/Poly Back Compliance to TB 117-2013 (-NFR) Light Tone (/PLG) Chrome (/CH) Plastic glides (/GPL) Compliance to TB 117-2013 (/NFR) Pallas Fabric Group P0 (GRPP0) TWINE (TWINE) SHIBORI (/27.234.094.P)	6		
S7L/10818T-74P-LIT-TIT	700 Series Laminate Top for Side-by-Side Units,74P Edge,108x18" KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Italian Silver Ash edge (/TIT)	1		
PIFR4284-74P-EIT-LIT-LG-4EC-NNN-NMP	Pirouette,Rectangular,42x84",29H,74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG) Black wheel, Silver hub-2 locking/2 non-locking (/4EC) No grommets/No PowerUp/No wire management (/NNN) No modesty panel (/NMP)	1		
S23355002-NA-*Modified-EIT-S-LIT-NA-*Modified-IWH-G-EIT Italian Silver Ash-LIT Italian Silver Ash	*Modified-Workup Rectangular Table, ANSI HFES Electric Adjustable Ht,74P Edge,29-1/2x58-1/2" NA (NA) Modesty, Laminate-73P, Fixed, 10"H (*Modified) Italian Silver Ash edge (/EIT) Standard switch (/S) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) NA (NA) LG Light Tone (*Modified) White (/IWH) Glides (/G) Additional Option Selection (EIT Italian Silver Ash) Additional Option Selection (LIT Italian Silver Ash)	1		

PIFR1872H36-74P- EIT-LIT-LG-4EC- NNN-NMP	Pirouette, Counter Height,Fixed,Rectangular,18x72",36H,74P Edge Italian Silver Ash edge (/EIT) KI Laminates (Standard) ITALIAN SILVER ASH 8217-38 (/LIT) Light Tone (/LG) Black wheel, Silver hub-2 locking/2 non- locking (/4EC) No grommets, PowerUp, wire management/No cutouts (/NNN) No modesty panel (/NMP)	1		
S23355047-NA- *Modified	*Modified-Kit, Metal Grommet for Dean NA (NA) Light Tone paint (*Modified)	4		
CZBDSA2419/1-74P- FFL-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding left end (/FFL) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		
CZBDSA2419/1-74P- FFM-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding middle (/FFM) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		
CZBDSA2419/1-74P- FFR-BL-CBL-ACS	CZ Worksurface Divider Screen,19"Hx24"W,Acrylic,No Intersection 74P edge (/74P) Fixed freestanding right end (/FFR) Black (/BL) Black (/CBL) Grade 1 Acrylic (S1) Colorless Acrylic (/ACS)	1		

CZBSS247296/F-BL-GCL	CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 72-96",Fixed,Standard Height Black (/BL) Clear (/GCL)	1		
CZBWR24961NM-74P-CSD-LR-LAZ-EAZ	CZ 24" Deep Rectilinear Worksurface, Single-Sided, Standard Height,24x96,74P Edge Cutout for Dean (/CSD) Cutout : Left/right (/LR) KI Laminates (Standard) STERLING ASH 7995-38 (/LAZ) Sterling Ash edge (/EAZ)	1		
CZSLKLRG3060-PLCK-ND-FND	CZ Steel Personal Locker, Large Locker 2x2 w/Padlock,30"Wx63-3/4"H Nordic (/ND) Nordic (/FND)	10		
LL2100-NFR-PBL-CH-UCBL	LimeLite Four Leg Armless Chair with Casters, Poly Seat/Back Compliance to TB 117-2013 (/NFR) Black (/PBL) Chrome (/CH) Black (/UCBL)	2		
PRM3/B3/0T-ODND	Promenade Tandem,3 Benches, No Table,Unupholstered,69"W Outdoor Coating (OUTDOOR) Outdoor Nordic (/ODND)	2		
PRM3/S3/0T-ODND	Promenade Tandem,3 Seats, No Table,Unupholstered,69"W Outdoor Coating (OUTDOOR) Outdoor Nordic (/ODND)	2		
S7L/18615HWL-CLSC-BL-KS-BLL	700 Series Files Wardrobe Cabinet w/Left Door-18Wx18Dx65-9/32"H Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)	3		
S7L/18615HWR-CLSC-BL-KS-BLL	700 Series Files Wardrobe Cabinet w/Right Door-18Wx18Dx65-9/32"H Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)	3		

S7L/36735HD-CLSC- BL-KS-BLL	700 Series Files Cabinet-4 Shelves- 36Wx18Dx77-17/32" Classic (inset pull) (/CLSC) Black (/BL) Key standard (/KS) Black (/BLL)	5		
S23352893-BL- *Modified- *Modified	*Modified-700 Series Files Bookcase- 30Wx66Hx12"D-4 Adj Shelves Black (/BL) 700 Series Files Bookcase-30Wx66.812H x 12"D. Mail sorter with lower open section - total unit qty of 3 placed side by side (*Modified) 8 sorting shelves approx. 6"H x 14.25"W for 16 mail slots per unit. (*Modified) Unit must be secured because of tipping risk. Unit must be ganged to adjacent units or anchored to a secured structure. (External Note)	3		
Total Bid Price:				

Provide the following with your bid:

Manufacturer _____
 Manufacturer Website _____
 Estimated Delivery/Installation _____
 Warranty Information & Duration _____

Bid Package Checklist

- Appendix A – Specification Form
- Appendix B – Price Form
- Appendix C – Bid Submission Form (signed)
- Appendix D – Addendum and Anti-Collusion Form (signed)
- Appendix E – FTA Forms, at a minimum include:
 - Federal Attachment D – Debarment, Suspension, Bids Exceeding \$25,000
 - Federal Attachment E – Affidavit NC E-Verify, All Bids
- Subcontractor List (Section 7.3)
- References (Section 4.6)

12 APPENDIX C – BID SUBMISSION FORM

IFB No. 2023-084 Transportation Office Furniture

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

13 APPENDIX D – ADDENDUM AND ANTI-COLLUSION FORM
IFB No. 2023-084 Transportation Office Furniture

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

14 APPENDIX E – FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS

IFB No. 2023-084 Transportation Office Furniture

Please review the following Federal requirements and submit forms as required.

- Attachment A – Lobbying, Bids Exceeding \$250,000
- Attachment B – Compliance Buy America, Bids Exceeding \$250,000
- Attachment C – Non-Compliance, Buy America, Bids Exceeding \$250,000
- Attachment D – Debarment, Suspension, Bids Exceeding \$25,000
- Attachment E – Affidavit NC E-Verify, All Bids

FEDERAL REQUIREMENTS AND SPECIAL CONDITIONS

for MATERIALS, EQUIPMENT and SUPPLIES

1. **General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Act, as amended. References include, but are not limited to, the Master Agreement FTA MA (14), dated October 1, 2013; FTA Circular 4220.1F, dated Nov; "Best Practices Procurement & Lessons Learned Manual", updated October 2016; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER" AND "OWNER"

2. **Federal Changes**

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. **Notification of Federal Participation**

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141).

4. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$250,000 or more and prior to the award of the contract.

6. Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **4.31%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

d. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

7. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

(4) Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

(5) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005.

(6) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

(7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

(8) **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

(9) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(c) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal Assistance provided by FTA.

9. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, "environmental Impact and Related procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq. November 15, 2006 and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

11. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

12. Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

13. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general

waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$250,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Effective June 20, 2018 small purchases (under the \$250,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$250,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. The certification requirement does not apply to lower tier subcontractors.

14. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. Debarment and Suspensions

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 **(procuring agency)**. If it is later determined that the bidder or proposer knowingly

rendered an erroneous certification, in addition to remedies available to **(procuring agency)**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer 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.

The Owner agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any third subagreement, lease or third party contract. (New amendment to regulation adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction (Fed. Reg. 62394, Oct. 25, 2006).

The Owner will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all to all contractor and subcontractor tiers.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. These items include:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils;
- (b) Tires, excluding airplane tires;
- (c) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
- (d) Rebuilt vehicular parts.

Construction products:

- (a) Building insulation products, including the following items:
 - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
 - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
 - (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

- (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).
- (c) Cement and concrete, including concrete products such as pipe and block containing:
 - (1) Coal fly ash;
 - (2) Ground granulated blast furnace slag (GGBF);
 - (3) Cenospheres; or
 - (4) Silica fume from silicon and ferrosilicon metal production.
- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and
 - (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.
- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.
- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands.
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.
- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.
- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest (convenience) of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for supplies, materials or equipment ordered before the effective date of termination.

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, in accordance with the manner of performance set forth in the contract.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

23. False or Fraudulent Statements or Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it

makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

25. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Owner agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

(applicable to ITS projects)

26. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

27. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

28. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or it's agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

29. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

30. Exclusionary or Discriminatory Specifications

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

31. Metric System

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued

by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids exceeding \$250,000.)

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 to 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 this 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 \$250,000 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 Contractors Authorized Official

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

Notary Public _____
My Appointment Expires _____

ATTACHMENT B

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

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

(To be submitted with all bids exceeding \$25,000.)

- (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) 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 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 _____

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
- Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____