



Request for Proposals

Madison County

Carolina Lane

Booster Pump Station

Released: May 28th, 2026

Bids Due: June 12th, 2026

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Section I. General Information

A. Purpose

Madison County is soliciting proposals from experience, qualified, and properly licensed offers to deliver and install a booster pump station at the intersection of Carolina Lane, Marshall, NC 28753. The contractor shall provide the booster pump station by July 31, 2026.

B. Background Information

Madison County intends to place this booster pump station at the intersection of Carolina Lane, Marshall, NC 28753 which will directly impact the water pressure at the Madison County Fairgrounds, Madison County Cooperative Extension Office, the temporary Madison County Courthouse and Probation and Parole Offices.

For more information on the location for the booster pump station please see Exhibit B below.

C. Procurement Timeline

The following estimated timeline has been established for this solicitation, although dates are subject to change:

RFP Publication	May 28 th , 2026
Deadline for written questions	June 4 th , 2026 2:00pm EST
Proposals Due	June 12 th , 2026 11:00am EST
Bid Opening	June 12 th , 2026 11:00am EST
Site Visits	By appointment
Contract Award	TBD

D. Pre-Proposal Conference

There will be no pre-proposal conference for this solicitation. Bidders are encouraged to gain clarification regarding this RFP by submitting written questions during the period for open inquiries.

E. Competition Intended

It is the Unit's intent that this Request for Proposal (RFP) allow for competition in the request for the delivery, permitting, and installation of the booster pump station. It shall be the bidder's responsibility to advise the contact for the Unit (indicated in Section G below) in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The Unit must receive such notification not later than June 4th, 2026 at 2:00pm EST.

F. Familiarity with Proposed Work

It is the responsibility of the offeror to carefully examine the RFP documents and the Scope of Work, to visit the area of the work to be performed (if required), and to gather other appropriate information as required to be able to satisfy the full scope of services required for the total project. The offeror should study and carefully correlate its knowledge and observations of the RFP documents and such other related data and to promptly notify the designated point of contact (indicated in Section G below) of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that the offeror has discovered in or between the RFP documents and such other related documents or conditions. Failure to do so shall not relieve the successful offeror of its obligation to perform as per the provisions of the resulting contract. The Contractor shall not at any time after the execution of the contract make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

G. Procurement Contact

Upon release of this solicitation document, all offeror communications concerning this procurement must be directed in writing to the designated point of contact at the Unit:

Rod Honeycutt, County Manager

rhoneycutt@madisoncountync.gov

Please carbon copy (cc) Hannah Shelton, hshelton@madisoncountync.gov to all correspondence.

H. Interpretations and Addenda

The Unit reserves the right to revise the RFP documents. Revisions will be made by written Addendum which will be posted on the County Website at madisoncountync.gov. Any written Addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. The Unit shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Discrepancies, omissions or doubts as to the meaning of the RFP documents shall be communicated in writing to the designated point of contact (found in Section G above). Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their offers. The final deadline for all inquiries regarding this RFP is **Thursday June 4th, 2026 by 2:00pm EST**. Offerors shall acknowledge receipt of all Addenda on the space provided on the **Signature Form, Attachment A-1**.

I. Minority Business Participation

Under North Carolina GS 143-128.2(c), bidders shall submit Identification of Minority Business Participation Form, Affidavit A, Affidavit B, Affidavit C, and Affidavit D in accordance with the

requirements of the Bidding Documents. The requirements and forms are found below in **Exhibit C below.**

J. Contract Term

The period of performance for this contract shall begin upon execution by all parties and shall continue until all work is complete.

K. Contract Type

This solicitation will result in a firm-fixed price contract based on lump sum pricing and any unit pricing requested by the Unit.

L. Reservation of Rights

The Unit reserves the right to cancel, amend, or reissue this RFP at any time without prior notice. The Unit makes no guarantee that any contract will be awarded to a proposer responding to this RFP. The Unit further reserves the right to:

- Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals.
- Award a contract to an Offeror other than the Offeror that submitted the lowest price proposal.

Section II. Project Specifications

A. Specifications

Madison County intends to place a booster pump station at the intersection of Carolina Lane, Marshall, NC 28753 and is seeking proposals from experience, qualified, and properly licensed offers to deliver and install the booster pump station. The following specifications are requested for the booster pump station.

- a. Booster Pump System and Meter
 - i. System Type: Booster
 - ii. Intake Source: Potable
 - iii. Discharge Use: Potable- NSF Rated- Human Consumption
 - iv. Pump Station Enclosure (Preferred): Marine Grade Aluminum with Insulation and a Heater
 1. The pump station enclosure must have access doors for easy access to all internal equipment
 2. The enclosure must have a locking mechanism on all exterior access doors.
 - v. Must have an insulated skid plate
 - vi. Must have a panel cooling mechanism within the enclosure
- b. Booster Pump Station Minimum Requirements

- i. Design Flow Rate- GPM: 100
- ii. Intake Pressure- PSI: 35
 - 1. Must include a pressure gauge
- iii. Boost Pressure- PSI: 105
- iv. Discharge Pressure- PSI: 140
 - 1. Must include a pressure gauge
- v. Voltage: 230
- vi. Phase: 1
- vii. Hertz: 60
- viii. HP: 15
- ix. Pump Performance: 100GPM at 245' TDH
 - x. Must include pump check valves, pump isolation valves, station isolation valves and a pressure release valve

B. Contractor Responsibilities

The Contractor should be prepared to complete delivery, required permitting, and installation of the requested booster pump station in the specified location (Exhibit B). It is the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, permitting, and installation of the booster pump station. The Unit will not assume any responsibility for receiving these shipments. The Contractor shall coordinate with the appropriate Unit representative and make necessary arrangements for security and storage space during installation, if applicable.

C. Installation

The Contractor shall provide an adequate number of well-qualified personnel to install the booster pump station. If a subcontractor will be used, information on that subcontractor must be provided compliant with the requirements in Section III. Subsection E.

D. Inspection

The Unit will conduct a final product inspection once the installation is complete. The Unit will have 24 hours to complete the inspection and report any discrepancies or deficiencies to the Contractor. Any discrepancies or deficiencies shall be promptly and permanently corrected by the Contractor within three (3) business days at the sole expense of the Contractor prior to the final acceptance of work.

Section III. Proposal Preparation and Submittal

A. Submission of Proposal

Completed Bid Proposals shall be submitted in a Sealed Envelope by mail or hand-delivered to the Madison County Manager's Office located at 107 Elizabeth Lane, Marshall, NC 28753 by 2:00 pm EST on June 12th, 2026 at which time and place a public bid opening

and recording of bids will be conducted. It is the sole responsibility of the bidder to ensure that all bid proposals are received as set forth herein above; LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals must be addressed as follows:

Mail or Hand Delivery:

Madison County Government
Attn: Projects and Programs Coordinator
Carolina Lane Booster Pump Station
PO Box 579/ 107 Elizabeth Lane
Marshall, NC 28753

B. Validity

All Offerors submitting proposals agree that their proposal is **valid for a minimum of 120 days** after submission to the Unit. The Unit reserves the right to reject as unacceptable any offer that specifies less than 120 days of acceptance time.

C. Determination of Responsibility

In addition to the minimum qualifying criteria outlined in this RFP and any other criteria outlined in this RFP, the offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. The Unit reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Unit to provide additional information, references and other documentation and information that relates to the determination of responsibility. Failure of an offeror to furnish requested information as, or when, required may constitute grounds for a finding of non-responsibility of the prospective offeror.

D. Incurred Costs

Vendors submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Unit to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the Unit or for participating in any selection interviews and contract negotiations.

E. Proposal Format and Content

Proposals should be prepared simply and economically, providing a straightforward and concise description of qualifications and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal along with the required Forms and Certifications contained in this RFP shall be

bound and contained in a single volume (e.g., one PDF file). There must be **5 copies** of each complete proposal submitted by the deadline listed along with a digital copy (USB Drive) of all proposal documents submitted.

The Proposal must contain the following sections, in the order presented, numbered and titled as they appear below.

Section 1. Cover Letter

Submit a cover letter containing the below information:

- Legal name and address of company
- Website URL of the provider
- Signature of individual who is authorized to bind the company contractually
- Name, title, address, phone number, and email address of the individual to whom correspondence and other contacts should be directed during the solicitation and selection process.

Section 2. Company Information

A profile of the bidders company, including size, corporate hierarchy, history of the firm including when the firm was organized and how (e.g. corporation, partnership), length of time in the industry, a list of services the firm provides, and location of the office from which the work will be provided. The profile should illustrate that the firm possesses the resources and capabilities to successfully perform the work required for the project. If the firm plans to utilize subcontractors for this contract, provide the above for all subcontractors included in the submittal team; identify the specific responsibilities of each project firm and describe how the prime contractor will ensure subcontractor performance.

Section 3. Firm Experience and Personnel

Describe your product in detail and indicate whether or not it can closely match or meet the specifications listed below:

List at least 3 and up to 5 references that have contracted with your organization for projects of similar size, scope and complexity. Include the following for each:

- Name and address of organization and point of contact information, including name, title, email address, phone number
- Dates and description of services provided
- Name of team members who worked on this project with their job title and brief description of their responsibilities

Provide a staffing plan that lists the key personnel involved in the completion of the services and describes roles and responsibilities of each, number of years employed with your firm, number of total years working in the industry, and any relevant licenses or certifications.

Section 4. Project Approach

- Describe your plan and methodology for providing the services as described in the Scope of Work
- Propose a realistic schedule for ordering, delivery, and final installation
- Include specifications/diagrams for proposed bleacher units
 - Offerors may propose various units and configuration that they feel may meet the Unit's needs
 - All proposals must, at minimum, meet the requirements listed in the above project specifications (Section II. A. Specifications)
- Provide a copy of your firm's standard agreements/terms and conditions, including but not limited to all warranties and guarantees of operation

Section 5. Cost Submittal

Prepare a Price Proposal that includes pricing for all labor, delivery, supervision, equipment, material and supplies necessary to perform the services described in this RFP, including but not limited to:

- Delivery and Installation
- Itemized purchase price per unit with total lump sum price for all listed services and units

Section 6. Exceptions

If offerors have any exceptions to the RFP or additional provisions that they would like the Unit to consider, they should first seek clarification through the question-and-answer process. Any exceptions or additional provisions still remaining at the time of submission must be submitted with the proposal and cross-referenced with the RFP, including the offeror's rationale for making them. The Unit reserves the right to reject any and all vendor-proposed exceptions or additional provisions to the RFP without comment.

Section 7. Signed Forms and Certifications

Include all signed forms and certifications in Attachment A, as well as Exhibit C, in this section of your proposal. Forms may be signed and scanned for submission of your proposal. If an award is made to your firm, original copies may be requested.

Section IV. Evaluation of Proposals

The Unit reserves the right to award a contract solely on the written proposal without further discussions. The Unit further reserves the right to reject any and/or all bids submitted. The contract will be awarded to the ***Lowest Responsible Responsive Bidder***. The Unit reserves the right to cancel this RFP or reject proposals at any time, and to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.

Upon award notification, the successful offeror(s) shall submit to the Unit's representative all required insurance certificates and such other documentation as may be requested or required hereunder. Please see Exhibit B below for insurance requirements. Upon their receipt and subsequent approval by the Unit, the Unit will request a contract from the successful Vendor. Work shall not be started until the successful Bidder receives a fully executed contract. If the successful Bidder fails to execute the contract within ten (10) calendar days after receipt, and submit the required insurance certificates, the Unit may, at its option, determine that the offeror has abandoned the contract and thereupon, the proposal and acceptance may be determined null and void. The Unit may also seek all available remedies at law and equity.

Section V. Special Terms and Conditions

The following terms and conditions apply to this Request for Proposal, and by submitting its proposal, the offeror agrees to them without exception:

1. Confidentiality of Documents

North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Proposal are subject to public disclosure unless specifically excepted by North Carolina General Statute §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a "trade secret," provided it meets the specific conditions as outlined in §132-1.2(1)a-d.

Madison County will attempt to withhold from public disclosure, or redact documents or information, designated "confidential trade secret" that clearly meet the conditions of NC G.S. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, Madison County shall not be held responsible for any information that is released nor shall Madison County be held responsible for nor pay any penalty or expense in relation to information so released.

Any submission marked "confidential" or "trade secret" in its entirety may be rejected at the sole discretion of Madison County.

2. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Madison or pass through entity in accordance with federal policy.

3. Access to Records and Reports (applies to all contracts regardless of contract amount)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County or any of their authorized representatives access to any technical specifications, books, documents, papers, and records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

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 provide the County or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract. All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing State and Local procurement guidelines including access to records, accounts, documents, information, facilities, and staff.

4. Insurance

The Vendor shall be responsible for its work and every part thereof. The Vendor assumes all risks of direct and indirect damage or injury to the property of persons used or damage or injury to the property of persons used or employed on or in connection with the work contracted for and all damage or injury to any person or property wherever located, resulted from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The selected Vendor shall purchase and maintain in force, with an insurance company licensed to do business in the State of North Carolina, at its own expense. Insurance that will protect the Vendor from claims which may arise out of or result from the Vendor execution of the work, whether such execution be by himself, the employees, agents, or by anyone for whose acts any of them may be liable. If any such work coverage by the contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his subcontractors, employees, or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor or its forces as enumerated above.

I. Workers Compensation

Statutory 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

II. Commercial General Liability

Covering all operations involvement in this Agreement.

\$2,000,000	General Aggregate
\$1,000,000	Each Occurrence

III. Commercial Automobile Liability

\$1,000,000	Per Occurrence
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IV. Professional Liability (If Applicable)

\$1,000,000 Claims-Made

5. Indemnification

The Vendor agrees to protect, defend, indemnify, and hold harmless Madison County, it's officers, employees, and agents free 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, and 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 Vendor, it's officers, employees, subcontractors, or agents. The Vendor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear other costs and expenses related thereto.

6. E-Verify

Effective September 4, 2013 North Carolina Local Government units are prohibited from entering into certain contracts unless the Vendor and the Vendors subcontractors, if any, comply with the requirements of North Carolina General Statutes (N.C.G.S) § 64-26(a). Prior to providing any services hereunder, Vendor and Vendors subcontractors, if any, are subject to the provisions of N.C.G.S §64-26(a). The Vendor agrees to fully comply with such statute and require Vendor's subcontractors, if any, to fully comply with such statute.

7. Additional Contract Provisions

All of the following clauses shall be included in any contract awarded as a result of this proposal.

Section VI. Federal Terms and Conditions

CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE

1. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. FEMA requires inclusion of the following contract provisions for procurement, including under exigent or emergency circumstances. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.
2. **Termination for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under the contract, the Unit shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the Contractor terminate the Contract. If the Unit chooses to terminate the contract, the Unit will give written notice to the Contractor specifying the effective date of the termination. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Unit become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised.

Notwithstanding, Contractor shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the Contractor without expense to the Unit. In the event of breach of the contract by the Contractor, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under the contract, or upon the Contractor filing a petition for

bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Unit may immediately cease doing business with the Contractor, immediately terminate the contract for cause.

3. Termination for Convenience. The Unit may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the Contractor shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the contractor and the Unit to third parties. In the event of termination for convenience, the Contractor shall perform any services or work that the Unit designates to be completed prior to the date of termination. The Contractor will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract.

4. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract as defined in 41 C.F.R. § 60-1.3, during the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Unit so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Unit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UNIT agrees that if it fails or refuses to comply with these undertakings, the administering

agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the UNIT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- e. Payroll and Records. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- f. Exceptions. Pursuant to 40 U.S.C. 3701(b)(3)(A), none of the requirements of this Section 4 shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

6. Contractor and Subcontractor Compliance with the Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Unit and understands and agrees that the Unit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Contractor and Subcontractor Compliance with the Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the Unit and understands and agrees that the Unit will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment.

- a. Certification. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the Contractor certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) of the Contractor and the Contractor's principals are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
- b. Lower-Tier Transactions. The Contractor must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- c. Violation. This certification is a material representation of fact relied upon the Unit. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Unit, the federal government may pursue available remedies, including but not limited to suspension or debarment.

9. Byrd Anti-Lobbying Amendment.

- a. No Lobbying with Federally Appropriated Funds. The Contractor certifies to the Unit, and Contractor shall cause each tier below it to certify to the tier directly above such tier, that it will not and has not used federally 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. This certification is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- b. Certification of No Lobbying with Federally Appropriated Funds. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) must file with Unit the certification in **Attachment 1** to this Addendum, which is incorporated by reference. The Contractor also shall cause any subcontractor with a subcontract at any tier exceeding \$100,000 to file with the tier above it the certification in **Attachment 1** to this Addendum, which is incorporated by reference.
 - c. Disclosure of Lobbying Activities with Non-Federal Funds. Contractors that bid or apply for a contract exceeding \$100,000 shall disclose, and shall cause each tier below it to disclose, using Disclosure of Lobbying Activities (Standard Form-LLL) any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This disclosure of lobbying activities is a material representation of fact upon which the Unit has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- 10. Procurement of Materials.** For contracts of \$10,000 or more, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, and shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.
- 11. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**
- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in [FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\)](#).
 - b. Prohibitions.
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - c. Exceptions. This clause does not prohibit contractors from providing (i) a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - d. Reporting requirements.
 - 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.
- 12. Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United State, and “manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 13. Access to Records.** The Contractor agrees to provide the Unit, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. 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 provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Unit and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.
15. **No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Unit, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor agrees to include the preceding sentence in each subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
16. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this contract.
17. **Socioeconomic Considerations.** If subcontracts are to be let, the Contractor should consider small and minority businesses, women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible. Consideration is defined by 2 C.F.R. § 200.321(b)(1)-(5).
18. **License and Delivery of Works Subject to Copyright and Data Rights.** If this contract involves intangible property pursuant to 2 C.F.R. 200.315, the Contractor grants to the Unit a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Unit or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Unit data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Unit.
19. **Providing Good, Safe Jobs to Workers.** Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.
20. **Buy Clean.** The Unit encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Unit encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
21. **Other Non-Discrimination Statutes.** The Unit is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Unit agrees to not using any federal assistance awarded by FEMA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with the Unit, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- a. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 FEMA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
 - c. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.
22. **Changes to Federal Requirements.** The Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures and directives, 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. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA; the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
 23. **Modifications or Changes to the Contract.** Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant. All contract changes or modifications must be mutually agreed to in writing.

Attachment A-1

SIGNATURE FORM

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this solicitation and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site/project requirements and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site/project requirements, will not be considered by the Unit. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he/she (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION?

- () YES
- () NO

Trade secrets or proprietary information is hereby submitted and identified. The offeror must provide the reasons for protection and exclusion based on North Carolina's public records law ([G.S. 132-1.2](#)) are set forth below. (Additional sheet may be needed as necessary)

Offerors should indicate on the line above or attached document the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary Information is asserted, Offerors shall submit One (1) Original and One (1) redacted copy (removing any proprietary data or material).** Clearly identify on the Cover Sheet the "Original" and "Redacted" copy."

Official Name of Company: _____

UEI (Unique Entity Identifier for SAM.gov) #: _____

North Carolina Secretary of State ID#: _____

Address: _____

Telephone: _____ Email: _____

Federal Tax ID: _____

Signature of Authorized Representative for Firm, certifying that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

Print Name: _____ Title: _____

Signature: _____ Date: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 #2 #3 #4 (Please Initial)

Attachment A-2

CERTIFICATION REGARDING LOBBYING

[APPENDIX A, 31 C.F.R. PART 21](#)

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or 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.
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.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies and 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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit A



Madison County, North Carolina

Contractor and Service Provider

Insurance Requirements and Guidelines

Insurance Requirements/ Contractors and Service Providers

Basic Contract Wording for Insurance Clauses for the Contract

All Contractors or Service Providers will have a contract for services within the County. In addition to the basic information of “who, what, where, when, and why” for services rendered, the contract will include a paragraph on insurance. An example of the language that may be included in each contract is provided below.¹

Insurance Requirements

At the Contractor/Service Provider, Subcontractor or anyone in their party’s sole expense, the named party shall procure and maintain the following minimum insurances with insurers licensed in North Carolina. Madison County reserves the right to require alternate or additional insurance as deemed necessary for the performance of all Madison County projects and service contracts. The following insurance is a general requirement with the minimum limits of liability:

1. **Commercial General Liability** (covers an insured exposure to the public relating to products, premises and complete operations)- \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate (most paid out in a policy term- generally one-year terms)
2. **Commercial Auto Liability** (covers an insured for bodily injury and property damage to a third party including owned, non-owned, and hired vehicles)²- \$1,000,000.00 per occurrence.
3. **Workers Compensation**³ (covers all employees and includes Employers Liability)- Required for all Contractors, Service Providers (with underwriter’s desirability classification color or silver, yellow, red and black)- All other statutory limits: \$500,000 per accident; \$500,000 Disease- each employee; \$500,000 Disease Policy Limit

¹ Madison County reserves the right to change any and all insurance requirements as well as any applicable insurance language that may be needed for an accurate and project appropriate contract.

² If the named party does not own any motor vehicles, said party need only show coverage for non-owned and hired motor vehicles.

³ If the organization does not have any paid employees (e.g. volunteer organization) workers compensation and employers’ liability is not required.

4. **Professional Liability**- \$1,000,000 CSL per occurrence (when required)
5. **Builders Risk** (insurance based on “All Risk” form, subject to exclusions, and shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faculty workmanship). Such Builders Risk Insurance shall cover all interests of the Owner, Engineer, Contractor, Subcontractor, suppliers of any portion of the work, and any bondholders and shall contain a Waiver of Subrogation clause as to all such entities as part of the form or by separate endorsement. Proceeds of any claim shall be payable to the Owner to be applied toward repair or replacement of the damaged work. The Contractor/Service Provider shall secure and maintain throughout the contract time Builders Risk Insurance Coverage for one hundred percent (100%) of the Contract Price (when required).

Additional Insurance Requirements

The Contractor/Service Provider must provide proof of insurance through the issuance of a certificate of insurance showing the above coverage and limits specified. If the Contractor or Service Provider carries higher limits, such limits must be shown on the certificate of insurance. Madison County has the right to demand a certified copy of any/all insurance policies. Certificates must be filed with the Madison County Managers Office within ten (10) business days of contract execution and before the Contractor or Service Provider begins any work on County property. Contractors/Service Providers are required to provide thirty (30) days’ written notice of any lapses, changes, or cancellations in coverage to the Madison County Managers Office. Failure of Contractors/Service Providers to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as the Contractors/Service Providers delaying performance entitling the County to all appropriate remedies under the law including, but not limited to, termination of the contract.

Certificate Holder shall be listed as follows:

Madison County Government
Attention: Projects and Programs Coordinator
PO Box 579
Marshall, NC 28753

Endorsements

The Contractor/Service Provider is required to add the County to its General Liability and Automobile Liability insurance policies with the following wording: “Madison County, its officers, agents and employees are to be designated as “additional insured” with respect to the General Liability and Automobile Liability insurance policy.” Endorsements for Commercial General Liability and Automobile liability must be attached with the Certificate of Insurance.

This insurance requirement shall not be construed as limiting in any way the extent to which the Contractor/Service Provider may be held responsible for the payment of damages to any person resulting from its operations or the activities of any person, or persons, for which it is liable. There also should be Waiver of Subrogation language added in favor of the County on all Workers Compensation and General Liability policies.

What is a Certificate of Insurance?

A certificate of insurance is a document used to provide information on specific insurance coverage. The certificate provides verification of the insurance and usually contains information on types and limits of coverage, insurance company, policy number, additional insured, and the policies effective period.

Although the certificate should not be substituted for information contained in the actual insurance policies, it is usually a reliable source of information or proof of insurance coverage.

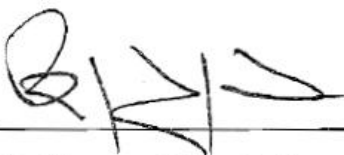
Certificates are usually requested by opposite parties in an agreement, contract, or transaction to make certain the other party has the appropriate insurance coverage.

Contracts requiring evidence of insurance and additional insured coverage for third parties should follow the procedures and minimum Insurance Requirement amounts set forth herein.

Why Insurance is Required

The County uses a written contract form for County Contracts that include both an insurance requirement and an indemnity clause. Insurance is for the benefit of the Contractor/Service Provider as much as it is for the County. Contractors/Service Providers must sign an agreement which has an indemnity agreement that requires the Contractor/Service Provider to indemnify and defend the County for any loss or damage caused by the Contractor/Service Provider, Subcontractor, or anyone in their party. The insurance provides the ability to meet that obligation. It also protects the Contractor/Service Provider against risks.

The requirement for insurance also provides protection for the County for property damage done to its facilities by the Contractor/Service Provider through work performed pursuant to the associated contract.

Approved by:  _____
Rod Honeycutt, County Manager

Date: 9/30/25

Exhibit B

Project Area Map

***Project location as directed by
the Municipal water provider***



Exhibit C

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
 - a. Monitoring compliance with the program requirements.
 - b. Assisting in the implementation of training and technical assistance programs.
 - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
 - (1) Project description and location;
 - (2) Locations where bidding documents may be reviewed;
 - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
 - (4) Date, time and location of the bid opening.
 - (5) Date, time and location of prebid conference, if scheduled.

- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.
- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 - 4. Where bid documents may be reviewed.
 - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

SECTION 6: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 –(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Project ID# _____ Amount of Bid \$ _____
(Project Name)

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____ County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the

 (Name of Bidder)

Project ID# _____ Amount of Bid \$ _____

 (Project Name)

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____