

**DURHAM COUNTY
NORTH CAROLINA**



INVITATION FOR BIDS
(IFB NO. 24-XXX)

EMS Medical Supplies

Bid Opening Date:

EMS Medical Supplies

(IFB NO. 24-XXX)

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(PROJECT TITLE)
IFB NO. 24-0XX

BID SCHEDULE/TIMELINE
(Note: The below dates are subject to change)

Advertisement Date	
Last Date for Questions	
Bid Opening Date	



LEGAL NOTICE

EMS Medical Supplies (IFB 24 - 0XX)

Pursuant to North Carolina General Statutes 143-129, the County of Durham will accept sealed bids for **EMS Medical Supplies** the Durham County Purchasing Division, 201 East Main Street, 7th Floor, Room 703, Conference Room, Durham, North Carolina 27701, until 2:00 P.M. Eastern Time, on **DATE: XXXXXXXXXXXX, 20xx**, at which time they will be publicly opened and read. Only sealed bids will be accepted. No bids will be accepted after the official time and date.

An electronic copy of this Invitation for Bids (IFB) can be obtained from Durham County's eBid System located under Bid Opportunities at <https://www.dconc.gov/county-departments/departments-f-z/finance/bid-opportunities>. Bidders can download a copy of the solicitation and all addenda without registering in the system. However, in order to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

The County reserves the right to accept or reject, in whole or in part, such bids as appear in its judgment to be in the best interest of the County.

Publication Date:

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the enclosed Bid Form. In order for a bid to be considered it must be based on terms, conditions and specifications contained herein. **One (1) original and Two (2) copies of each bid shall be submitted to the Issuing Department.** Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All prices quoted are to include delivery to the delivery point, installation and set-up charges as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of high quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g., brochures, catalog cuts, etc.) shall be included with the bid. The bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. Should a bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the County of Durham Purchasing Division, who will send written instructions or "Addendum" to all bidders. The County of Durham will not be responsible for any oral instructions. Acknowledgment of any Addendum received during the time of bidding shall be acknowledged on the Addendum Acknowledge Form. In closing of a contract, any Addendum issued shall become a part thereof.
3. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm for ninety (90) days. Bids may be withdrawn by written notice of a request to withdraw the bid within seventy-two hours of the bid opening date, not including Saturdays, Sundays, or other days (such as holidays) on which the local government offices are closed. The award of bid shall be made to the lowest, responsible, responsive bidder taking into consideration quality, performance, and time of delivery.
4. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for each piece of equipment shall also be provided as appropriate.
5. All purchases are subject to the availability of funds for this purpose.
6. The Contractor shall not represent itself to be an agent of Durham County.
7. The General Statutes of the State of North Carolina insofar as they apply to purchasing and competitive bidding, are made a part hereof.
8. It is agreed between the parties hereto that the place of this Contract, its status and forum, shall be Durham County, North Carolina.

9. For all the work being performed under this contract, the County of Durham has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
10. All bidders must complete and submit the Vendor Application/W-9 Form with their bid package. This information will be used to create or update the County's electronic bidder/vendor files if awarded contract.
11. The County reserves the right to increase or decrease quantity specified under this contract.
12. All bids must be returned in a sealed envelope with reference made to the company submitting the bid on the exterior of the envelope to the Durham County Purchasing Division, Durham County, 201 East Main Street, 7th Floor, Durham, NC 27701. Also, please indicate the bid number on the envelope so that your bid can be handled appropriately when received in Purchasing.
13. All communications between the Purchasing Division and the prospective Bidders shall be in writing. E-mailed questions will be accepted and can be sent to: purchasinggroup@dconc.gov. Any inquiries for information concerning the bid submission or procurement procedures shall be directed to **XXXXXX, Procurement Specialist, Purchasing Division at (919) 560-XXXX**. All questions concerning this IFB must reference the IFB number, section number and paragraph. All changes in specifications shall be in writing and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bid(s).
14. Trade secrets or similar proprietary data which the Bidder does not wish to disclose other than to personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows:

Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Bid, which is to remain confidential, shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential.
15. Any reference to a particular product or brand name is intended to establish the quality level. Such language is not intended to restrict competition among bidders.
16. Proposals are required to make a good faith effort to include Minority and Women Business Enterprises (MWBES) as part of their Proposal to provide services to the County.
17. **The County reserves the right to award bid by Section.**

Durham County hereby establishes the following goals for the expenditure of funds with MWBE firms. Questions concerning MWBE should be directed to Rick Greene, Assistant Procurement Manager, at rgreene@dconc.gov or (919) 560-0059.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

MWBE is a business that is at least 51% owned and controlled by minority group members or women. MWBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWBE requirement. In addition, the MWBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

“Black American”; a person having origins in any of the black racial groups of Africa;

“Asian American”; A person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, Indian continent, or Pacific islands;

“Hispanic American”; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

“Native American Indian tribe”; a federally recognized Indian tribe means an Indian tribe, or band, nation, rancheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

18. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items’ Unit Bid Prices by their Estimated Quantities. In the

event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).

19. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).
20. **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
21. **The following forms must be returned with your Bid:**
 1. **One (1) original and Two (2) copies of the bid**
 2. **Bid Proposal Form**
 3. **Non-Collusion Affidavit**
 4. **Vendor Application/W-9 Form**
 5. **Compliance Affidavit (E-Verify)**
 6. **MWBE Forms:**

Affidavit A – List of the Good Faith Efforts

DUE WITH BID

All Bidders are required to make good faith efforts and to demonstrate that they have made such efforts. Affidavit A is a tool for Bidders to use to show that they have made good faith efforts. Affidavit A is required to be submitted with your bid.

Affidavit B – Intent to Perform Contract with Own Workforce

DUE WITH BID

Affidavit B is required if your company has no opportunity to sub-contract and will complete all work with Bidder's own workforce. Even if utilizing your own workforce, Affidavit A is also required.

Affidavit C – Portion of Work to be Performed by Certified MWBE Businesses

DUE WITH BID

Bidders shall complete Affidavit C to identify the minority business that it will use on the project. Affidavit C is required to be submitted with your bid. Even if your company has MWBE participation, Affidavit A is also required.

Affidavit D – Good Faith Efforts

DUE 72 HOURS AFTER NOTIFICATION

Affidavit D is to be submitted **only** by the apparent lowest, responsible, responsive bidder within 72 hours after notification.

The apparent lowest, responsible, responsive Bidder shall file within 30 days after the award of the contract, a list of all identified subcontractors that the Contractor (Bidder) will use on the project.

IMPORTANT MWBE INSTRUCTIONS: It is mandatory for all Bidders to demonstrate their good faith efforts in seeking MWBE participation and provide supporting documentation upon request. The MWBE supporting documentation and information is still required even if using your own workforce. MWBE Prime Contractors will also be required to document good faith efforts.

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- e. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, 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 race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting 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 setting forth the provisions of the nondiscrimination clause.
- b. 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, handicap, age, color, religion, sex, or national origin.
- c. 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 labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such 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 County contracts.
- e. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or vendor.

SPECIFICATIONS
COUNTY OF DURHAM, NC

See Attachment 1 for spreadsheet for medical supply sections and specific products for bid

Warehouse And Distribution requirements:

- Vendor must have multiple distribution centers throughout the country available to ship products in event main distribution center is unavailable.
- Vendor must be able to ship items in multiple units of measurement. Box, case, each, etc.
- Vendor must be able to provide high quality alternative options to items that are out of stock or discontinued.
- Vendor must have FDA certified, in house kitting facility to provide custom kitting solutions as needed.
- All products must be delivered with at least a 12-month expiration date from date of receipt. Only exceptions will be pre-approved by Durham County EMS representative.

Electronic Access and Online Ordering Requirements:

- Vendor must offer online, secure ordering.
- Vendor's website must be able to provide historical reporting data.
- Vendor's website must provide real time availability.
- Vendor is highly preferred to be integrated with Operative IQ for ordering.

Sales Representative Requirements:

- Vendor must provide a local or regional sales representative familiar with EMS products
- Vendor sales representative must be able to provide on site meetings quarterly, at minimum.
- Vendor must be able to provide training on all products offered.

General Requirements:

- Vendor must be able to ship products palletized when appropriate.
- Vendor must be able to provide free shipping on all products and orders.
- Vendor must quote and supply all items within the section(s) bid.
- Alternate products are not acceptable for this bid unless stated product has been discontinued. **No substitutions will be accepted.**
- The vendor **must provide** a Business Continuity Plan or Disaster Recovery Plan explaining how services and products will continue in the event of natural or man-made disaster.



BID FORM

In accordance with the attached Instructions to Bidders and Specifications, we submit the following bid to the County of Durham. **DELIVERY TO BE F. O. B. DESTINATION.**

DELIVERY POINT:

I certify that no one knows the contents of this bid outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____

Authorized
Signature _____

Name of Company

Title

Address

Telephone No.: _____

Fax No.: _____

ADDENDUM ACKNOWLEDGMENT
EMS Medical Supplies
IFB NO. 23-0XX

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Signature: _____ Date: _____

Title _____

Name of Firm: _____

**COUNTY OF DURHAM
NON-COLLUSION AFFIDAVIT**

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

TITLE

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

(SEAL)

Notary Public
My Commission Expires _____

MWBE FORMS

(Affidavits A-D and Appendix E)

Affidavit A

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have 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-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-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-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 business.
- 5-Attended pre-bid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-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-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-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-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

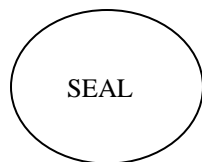
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach 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 North Carolina, County of _____
Subscribed and sworn to before me this ____ day of _____ 20__
Notary Public _____
My commission expires _____

Affidavit B

ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS

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

COUNTY OF DURHAM

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 agrees to provide any additional information or documentation requested by the owner in support of the above statement.

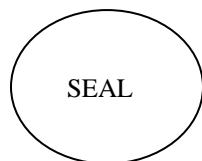
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



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

Affidavit C

ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

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

_____ (Project Name)

Project ID No. _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

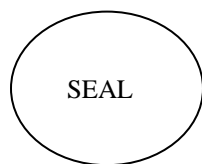
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20__
 Notary Public _____
 My commission expires _____

Affidavit D

DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID DO NOT SUBMIT WITH THE BID
(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If you do not meet the MWBE Goal, the Bidder shall provide the following documentation of his/her Good Faith Efforts within **72 hours** after notification.

State of North Carolina AFFIDAVIT D - Good Faith Efforts
COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services, and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % <i>(Median Availability)</i>
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of _____
 (Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of ____% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name (Street Address/Zip/Telephone)	*Minority Category	Work description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitation 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 to 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.

Pursant 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.

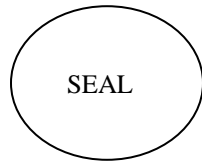
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



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

Appendix E

APPENDIX E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Total Contract Amount	Amount Paid this Period	Total Payment Amount to date	Percentage of Work Completed	Scheduled Start Date	Scheduled End Date

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

Date: _____ Approved/Certified By: _____

Name

Title

Signature

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT

AFFIDAVIT OF COMPLIANCE

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

**AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes**

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES _____
 - b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)

NO BID REPLY FORM

TO: Durham County
Purchasing Division
201 East Main Street, 7TH Floor, Room 703
Durham, NC 27701

IFB NO. **24-0XX** _____

BID TITLE: _____

To assist us in obtaining good competition on our Invitation for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidder’s List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a “No Bid” at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Invitation for bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to Durham County. Our objections are:

- _____ 6. We do not sell the items/services on which bids are requested.
- _____ 7. Other: _____

FIRM NAME

DATE

SIGNATURE

TELEPHONE

_____ We wish to remain on the Bidder’s List.

_____ We wish to be deleted from the Bidder’s List.

VENDOR APPLICATION FORM W/W9

PURCHASE OF GOODS CONTRACT - SAMPLE

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

PURCHASE OF GOODS CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 202____, for the purchase of _____, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as “**PURCHASER**”, and _____, hereinafter referred to as “**SELLER**”.

1. TERMS.

A. The Seller, in consideration of the sum of _____ (\$_____), hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.

B. The effective date of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is _____. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this Purchase of Goods contract is from _____ to _____, unless sooner terminated as provided herein.

C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.

D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser’s count will be accepted as conclusive on all shipments not accompanied by a packing slip.

E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with Bid No _____ (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).

F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.

G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.

2. **CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
3. **WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by law, PURCHASER hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by PURCHASER, if SELLER is found to be a proximate cause of damages or losses suffered by PURCHASER, resulting from SELLER's performance during the execution of this Contract.
5. **INSURANCE.** Seller shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

5.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

5.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

5.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the Purchaser does not represent that coverage and limits will necessarily be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller's liability under the indemnities granted to the Purchaser in this Contract. Seller shall provide the Purchaser a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. Seller shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the Purchaser at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Seller to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Purchaser, which immunity is hereby reserved to the Purchaser.

- 6. TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
- 7. EXISTENCE.** Seller warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of ____ and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
- 8. COMPLIANCE WTH LAWS.** Seller shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and Seller may be declared ineligible for further COUNTY contracts.
- 9. E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well.

Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.

10. EMPLOYMENT ADVERTISING REQUIREMENTS. Seller shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout term of this Agreement; provided that the foregoing requirement does not limit Seller's ability to advertise and/or otherwise post job openings with other organizations or media outlets.

11. SECURITY BACKGROUND CHECKS. The Seller is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those employees of the Seller who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Seller employee from employment on a County contract unless explicitly mandated by law.

The Seller will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Seller's County point of contact of the results of the review. A Seller can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Seller, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific county buildings. The Seller shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Seller's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Seller will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Seller can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove

or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Seller and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

12. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the Seller in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or goods being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

13. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
PURCHASING DIVISION
,201 EAST MAIN STREET
DURHAM, NORTH CAROLINA, 27701**

SELLER

14. CORPORATE AUTHORITY. By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.

15. HEADINGS: The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

16. GOVERNING LAW. This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

17. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

18. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.

19. ENTIRE CONTRACT. This contract shall constitute the entire understanding between Purchaser and Seller and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Purchase of Goods Contract to be executed by their duly authorized officer or agent.

Purchaser: COUNTY OF DURHAM

Seller:

Print Name and Title: _____ **Print Name and Title:** _____

Date of Signature: _____ **Date of Signature:** _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Durham County Chief Financial Officer

