

Solicitation Type: Solicitation Number Date Issued Procurement Specialist

> Phone E-Mail Address Address

Request for Quote (RFQ)

2324-56MJ 5/30/2024

B. Maurice Jackson, CPPB

(843) 488-6929

mjackson@horrycountyschools.net HCS, Procurement Office

Mailing: Physical: PO Box 260005 335 Four Mile Road Conway, SC 29526 Conway, SC 29528

**Description:** Stage Motors for Socastee High School

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred): Vendor Registry

SUBMIT OFFER BY (Opening Date/Time): 6/11/2024 / 2:00 p.m. (EST)

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid and included to:

Horry County Schools District Office, 335 Four Mile Rd.. Conway SC 29526 Attention: Central Receiving /Dwayne Harrelson

Please quote your lowest delivered price of the below listed items. The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

- 1. If an item cannot be furnished, indicate by **NO QUOTE**
- 2. All guotes must be signed by the Offeror's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
- 3. No South Carolina sales tax will be paid on freight or labor.
- 4. Do not include any sales or use taxes in your price that the District may be required to pay.
- 5. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
- 6. Offers may be submitted to the Procurement Specialist via Vendor Registry, or email mjackson@horrycountyschools.net

Item	Quantity	Unit of Measure	TOTAL QUOTE SUM
1.	1	Lot	\$

DESCRIPTION: Provide and Deliver New StageMotors or Equal. Refer to "BID SCHEDULE" found on pages 7 for specifications for this request for quote. To be considered for award, include the Bid Schedule page 7. \*OMIT TAXES FROM TOTAL

INFORMATION FOR OFFERORS TO SUBMIT  By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-120(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.						
Authorized Signature: Printed Name:			Date:			
Company Name:	Federal Taxpayer ID /SSN:					
Phone Number:	Email Address:					
Mailing Address: City: Sta		ate:	te: Zip:		,	
SC Minority Certification Number (if applicable)  Vendor's Best Delivery/Completion Date Days ARO					S	
ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendment issue. See "Amendments to Solicitation" Pro	s by indicating amendment number and its date of ovision	Amend #	Amend. Issue Date	Amend. #	Amend. Issue Date	

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### PREFERENCES DO NOT APPLY 11-35-1524 (E) (5)

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CONFLICTS OF INTEREST IDENTIFICATION: Identify any employee, agent or representative of the Architect/Engineer or District (including members of the Horry County Board of Education) with more than a five percent (5%) interest in the Contractor's business.
Names:
ACQUIRE SERVICES & SUPPLIES / EQUIPMENT: The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.
This request for quote is being conducted under the small purchase procedures for "commercially available off-the-shelf products" (COTS) within the authority of Section 11-35-1550 of the South Carolina Code of Laws.
<b>SCOPE OF WORK</b> : It is the intent of the Horry County Schools Office of Procurement to solicit quotes from qualified vendors to purchase Stage Motors in accordance with all the requirements stated herein.
<b>BID BRAND NAME OR EQUAL:</b> (Note: As used in this clause, the term "brand name" includes identification of products by make and model.)
(a) If items called for by this solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bid and are determined by the District to meet fully the salient characteristics requirements listed in the solicitation.
(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering the brand name product referenced in the solicitation.
(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the procurement officer. CAUTION TO BIDDERS. The procurement officer is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the procurement officer. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the procurement officer to:  (i) Determine whether the product offered meets the salient characteristics requirement of the solicitation, and (ii) Establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the procurement officer.
<ul><li>(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitation, he/she shall:</li><li>(i) Include in his/her bid a clear description of such proposed modifications, and</li><li>(ii) Clearly mark any descriptive material to show the proposed modifications.</li></ul>

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the solicitation will not be considered

**DELIVERY TIME – SPECIFIED:** Delivery and installation shall be scheduled between 7:30 am and 4:30 pm. All testing involving the fire alarm or transfer to generator power would need to be done after school hours.

**DELIVERY / PERFORMANCE LOCATION - SPECIFIED:** After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Horry County Schools District Office 335 Four Mile Rd Conway S.C. 29526

Offers will only be accepted directly from manufacturers or from dealers expressly authorized to bid on behalf of a manufacturer.

**QUALITY – NEW (JAN 2006):** All items must be new. [03-3060-1]

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### **GENERAL CONDITIONS**

**DEFAULT**: In case or default by the Contractor, Horry County Schools reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Horry County Schools resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The District reserves the right to withhold payment or make such deductions as may be necessary to protect the District from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quote deadline.

Unit prices will govern over extended prices unless otherwise stated.

Horry County Schools shall not consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the District's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b)of the South Carolina Consolidated Procurement Code.

The District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the District reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Horry County Schools, its Board of Education, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its Board, employees and agents under this agreement. Horry County Schools agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Horry County Schools, its Board, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

AWARD CRITERIA - BIDS: Award will be made to the lowest responsible and responsive bidder(s).

AWARD BY LOT: Award will be made by complete lot(s).

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

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**DEADLINE FOR SUBMISSION OF OFFER**: Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

ON-LINE BIDDING INSTRUCTIONS: (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY." (b) Steps for On-Line Bidding 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer. 2. Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you. 3. Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received. If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or <a href="mailto:cservice@vendorregistry.com">cservice@vendorregistry.com</a>. The Procurement Office is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

**OPEN TRADE REPRESENTATION:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PURCHASE ORDERS:** CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the District providing a thirty-day advance notice in writing is given to the contractor.

**TERMINATION FOR CAUSE**: Termination by the District for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default provision in this bid shall apply.

**TERMINATION FOR CONVENIENCE**: In the event that this contract is terminated or cancelled upon request and for the convenience of the District may negotiate reasonable termination costs, if applicable.

**VENDOR REGISTRATION MANDATORY:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link <a href="https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration">https://vrapp.vendor-registry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration</a>. Once registered, suppliers must keep their information current.

**VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR:** The District requires the awarded vendor to complete the following forms in order to begin working with the District. The vendor application form can be found here: **Vendor Application** 

### **SPECIAL CONDITIONS**

**IMPORTANT**– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

**CONTRACTORS OBLIGATION – GENERAL**: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**CONTRACTOR PERSONNEL - OBLIGATION:** Contractors are responsible for the conduct of their employees, representatives, and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors, or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

- 1. No drugs, alcohol, tobacco products, knives, firearms, or other weapons on District property.
- No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
- Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.

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- 4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
- 5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
- 6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act <u>regardless of the number of employees employed</u>. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
- 7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture, and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

**DRUG FREE WORKPLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**TOBACCO FREE ENVIRONMENT CERTIFICATION**: The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

**EQUAL EMPLOYMENT OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ETHICS CERTIFICATE: By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Specialist at the same time the law requires the statement to be filed.

**ILLEGAL IMMIGRATION**: (An overview is available at <a href="www.procurement.sc.gov">www.procurement.sc.gov</a>) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14

**LICENSES**, **PERMITS**, **INSURANCE**: All costs for required licenses, permits and insurance shall be borne by the Contractor. Horry County Schools requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances.

**MATERIAL AND WORKMANSHIP**: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, Amendment will be issued to reschedule the conference. Useful information is available https://www.horrycountyschools.net/Page/683

**WARRANTY – STANDARD:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause, and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

**TAXES:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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Company Name:_	
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# Lot 1

Item	Quantity	Description	Unit Cost.	Total Cost
1	7	SR01B0410253 – Stagemaker SR Custom Stage Motor or equal		\$
2	1	RME 1225-A-08-010 8 Channel Install Controller, Power Box, 8 x 3/4 hp, 3 Phase 208vac, 30 Amp Main Breaker, E-Stop, 24W x 20 H x 12 D, NEMA Enclosure or equal		\$
3	1	RME 1225-B-08-001 8 Channel Install Controller, Local Remote, ON/Off, Keyswitch, Door Mount, P26, 24"W x 20"H x 12"D, NEMA Enclosure or equal		\$
4	1	RME A-16-301-003 Remote Hand Held , 8 Channel, Yellow, 10' tail or equal		\$
5	1	RME 1400-05-39-03-001 50ft Remote extension cable, multipin, custom,22/26, Yellow, 26 pin or equal		\$
6	7	RME A-26-201-0001 L16-20 Power, L14-20 Control Disconnect box, (Breakout Box)LOT or equal		\$

LOT 1	Total Price \$	
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Question	Response
ALL REMAINING ATTRIBUTE QUESTIONS MUST BE ANSWERED. FAILURE TO RESPOND TO ANY A RESULT IN YOUR BID BEING DETERMINED NON-RESPONSIVE.	ATTRIBUTE QUESTION MAY
QUESTIONNAIRE - DAYS ARO AFTER ISSUANCE OF PURCHASE ORDER	
QUESTIONNAIRE – MANUFACTURER MAKE	
QUESTIONNAIRE – MANUFACTURER MODEL TO INCLUDE MODEL NUMBER	
QUESTIONNAIRE – BIDDER CERTIFIES THAT ALL EQUIPMENT BID INCLUDES ALL STANDARD AND FACTORY INSTALLED ITEMS AS SPECIFIED.	☐ YES ☐ NO

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Company Name:	

# FOR OFFERORS TO SUBMIT

The District encourages the Bidder's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the request for quote, as applicable.

MINORITY PARTICIPATION (JAN 2006)					
Is the bidder a South Carolina Certified Minority Business?	No				
Is the bidder a Minority Business certified by another governmental entit	ty? Yes	No			
If so, please list the certifying governmental entity:					
Will any of the work under this contract be performed by a SC certified N	Minority Busines	s as a subcontractor?	Yes	No	
If so, what percentage of the total value of the contract will be performed	d by a SC certifi	ed Minority Business as	s a subcontracto	or? Yes	No
Will any of the work under this contract be performed by a minority bus Yes No	iness certified b	y another governmenta	al entity as a sul	bcontractor?	,
If so, what percentage of the total value of the contract will be perform subcontractor? Yes No	ned by a minori	ty business certified by	another goveri	nmental ent	ity as a
If a certified Minority Business is participating in this contract, please inc  Traditional minority  Traditional minority, but female  Hispanic minorities  DOT referral (Traditional minority)  Temporary certification  SBA 8 (a) certification referral  (If more than one minority contractor will be utilized in the performance business.)	☐ Women (C☐ DOT referr☐ Other mine	aucasian females) al (Caucasian female) prities (Native Americar	n, Asian, etc.)		minority

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