

COUNTY OF MOORE
NORTH CAROLINA

REQUEST FOR PROPOSALS

ISSUE DATE: September 22, 2016

RFP#: 2017-04

TITLE: BOND REFUNDING

ISSUING DEPARTMENT:

County of Moore
Financial Services
206 S. Ray Street
P.O. Box 905
Carthage, NC 28327

Electronic Proposals will be received until **4:00 p.m., Monday October 3, 2016** from qualified firms for the Refunding of Limited Obligation Bonds for the County of Moore.

All inquiries for information concerning the Request for Proposals shall be directed to:

Terra Vuncannon, Purchasing Manager
P.O. Box 905
Carthage, NC 28327
tvuncannon@moorecountync.gov
(910) 947-7118 (Telephone)
(910) 947-6311 (Fax)

Electronic Proposals shall be emailed to tvuncannon@moorecountync.gov and shall bear the name and number of this Request for Proposals in the Subject Line. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed proposal.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(typed)

By: _____
(signed)

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PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS

The County of Moore is soliciting bids for a direct bank loan evidenced by a Limited Obligation Bond, Series 2016 (the “2016 LOB”) to advance refund all or a portion of the County’s outstanding callable Limited Obligation Bonds, Series 2010 (the “2010 LOBs”) and pay related costs of issuance.

A summary of the outstanding 2010 LOBs is shown in the table below.

2010 LOBs Outstanding			
Maturity	Callable Bonds	Non-Callable Bonds	Total Bonds Outstanding
6/1/2017	\$ -	\$ 2,480,000	\$ 2,480,000
6/1/2018	-	2,435,000	2,435,000
6/1/2019	-	1,975,000	1,975,000
6/1/2020	-	1,985,000	1,985,000
6/1/2021	1,825,000	-	1,825,000
6/1/2022	1,845,000	-	1,845,000
6/1/2023	1,865,000	-	1,865,000
6/1/2024	1,885,000	-	1,885,000
6/1/2025	1,915,000	-	1,915,000
6/1/2026	1,935,000	-	1,935,000
6/1/2027	1,955,000	-	1,955,000
6/1/2028	1,185,000	-	1,185,000
6/1/2029	1,210,000	-	1,210,000
6/1/2030	1,240,000	-	1,240,000
6/1/2031	1,270,000	-	1,270,000
Total	\$ 18,130,000	\$ 8,875,000	\$ 27,005,000

Responses to this RFP are due on **Monday, October 3, 2016** at 4:00pm North Carolina Time and are requested to be held firm through a closing no later than November 18, 2016.

The County’s audited financial statements for FY 2006 – 2015 can be found by accessing the following link: <https://www.moorecountync.gov/financial-services/budget>. The County’s FY 2016 and FY 2017 Budget can be found by accessing the following link: <https://www.moorecountync.gov/administration/budget>.

Please utilize the following key assumptions when preparing your proposal:

Issuer: Moore County, NC

Tax Treatment: Tax-Exempt

Bank Qualified: The County is interested in receiving a **Non-Bank Qualified** interest rate.

Credit: The County currently has in place a Deed of Trust and Security Interest in the Public Safety Complex. The Public Safety Complex has an insured value of \$18,881,570.

Through June 1, 2020, the 2016 LOB will be secured on a parity basis with the remaining non-callable 2010 LOBs that mature from 6/1/2017 –6/1/2020. After June 1, 2020 the selected winning bidder will be the sole lien holder of the Deed of Trust on the Public Safety Complex.

Rating(s): None applied for. The County’s current General Obligation credit ratings are Aa2 from Moody’s Investors Service and AA from Standard & Poor’s.

Interest Payments: Semi-annually on June 1 and December 1, commencing June 1, 2017.

Principal Payments:* Annually on June 1, commencing June 1, 2017.

Final Maturity: June 1, 2031.

Principal Amortization:* The following table outlines the estimated principal amortization. Please note the amortization is preliminary and subject to change.

Payment Date	Principal
6/1/2017	\$ 530,000
6/1/2018	293,000
6/1/2019	300,000
6/1/2020	307,000
6/1/2021	2,139,000
6/1/2022	2,117,000
6/1/2023	2,093,000
6/1/2024	2,068,000
6/1/2025	2,052,000
6/1/2026	2,042,000
6/1/2027	2,039,000
6/1/2028	1,245,000
6/1/2029	1,239,000
6/1/2030	1,237,000
6/1/2031	1,234,000
Total	\$ 20,935,000
Average Life	8.425 Years

Interest Rate: A fixed rate quote for the entire amortization period is required. If you are unable to commit to a fixed rate over the entire amortization period, please provide a fixed rate quote for the longest time period possible and specify all pertinent details relating to a rate reset option and the applicable index on which your quote will be based. The interest rate bid must be held through November 18th.

Interest will be calculated using a 30/360-day count.

Optional Redemption: The County is looking for maximum flexibility. Please specify the call structure that would provide the most flexibility at the lowest cost of funds. Preference may be given to bidders with favorable prepayment options.

Drawdown: All at closing to the account specified by the County.

Bank Closing Costs: None anticipated to be paid by the County. Please specify any exceptions, including Lender's Counsel.

Lender's Counsel: If Lender's Counsel is to be engaged, please specify the firm and a not-to-exceed fee in the event the fee is to be paid by the County.

Annual/Ongoing Fees: None anticipated to be paid by the County. Please specify any exceptions.

Documentation: Bond Counsel to the County, Womble Carlyle Sandridge & Rice, LLP, will be responsible for drafting all documents related to the 2016 LOB financing. There are no additional legal costs anticipated to be paid by the County. Please specify any exceptions. By submitting a proposal, the financial institution shall waive any conflict of interest with respect to Womble Carlyle serving as Bond Counsel to the County in connection with this financing.

Ongoing Disclosure: The County will provide annual audited financial statements. Please specify any additional reporting requirements.

Direct Bank Loan:

Proposals are requested for a direct bank loan evidenced by the purchase of the 2016 LOB by a single financial institution or a syndicate of financial institutions represented by one lead institution with which the County and their consultants will deal with exclusively on all aspects of the financing. The successful bidder(s) will be expected to provide a letter in form satisfactory to the County and its Bond Counsel regarding the qualifications of the buyer and stating that the 2016 LOB is being purchased for its own account as evidence of the loan and with no intention of sale or distribution. No formal offering document will be prepared, although bidders should feel free to direct any questions about the County or its finances to the undersigned.

Iran Divestment Act:

Each proposer must certify to compliance under the Iran Divestment Act of 2015 (N.C.G.S. 147-86.59).

E-Verify Certificate:

The winning bidder must certify compliance with section 64-25(5) of the NCGS as to the use of "E-Verify" to the extent required by law.

Award:

The County reserves the right to request additional information from the bidders and reserves the right to reject all proposals and to waive any irregularity or informality. Although the selection will be based substantially on lowest total financing cost (including both interest cost and upfront fees and expenses), the County reserves the right to select the bidder that best meets the needs of the County. The County Board intends to approve the successful bidder at its October 18th Meeting.

Closing:

Closing is expected to take place the by November 18th.

Please specify any other terms or conditions that would impact the proposed structure of the County's 2016 LOB.

PRELIMINARY TIMETABLE:

<u><i>Date</i></u>	<u><i>Action</i></u>
September 22 nd	RFP is distributed to local and regional banking institutions.
Monday, October 3rd	RFP's due back to tvuncannon@moirecountync.gov by 4:00 p.m. North Carolina Time.
October 4 th	County Board determines preferred refinancing approach, considers adopting a Preliminary Findings Resolution, and holds Public Hearing
October 18 th	County Board considers selecting Winning Bidder
November 1 st	County Board considers adopting an Approving Resolution
November 1 st	LGC considers approval of the financing.
By November 18 th	Close on financing.

We look forward to your response by 4:00 p.m. EST on Monday October 3, 2016. Electronic Proposals should be emailed to tvuncannon@moirecountync.gov, noting RFP 2017-04 in the Subject Line.

The County reserves the right to reject any and/or all proposals.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

INSTRUCTIONS TO PROPOSERS

1. **Electronic Proposals shall be submitted to the Issuing Department and include the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and/or all proposals, and to waive any informality in proposals unless otherwise specified by the Proposer. The Proposer shall sign the proposal correctly and proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall 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 average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Proposers shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Proposers by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Thursday September 29, 2016. NO EXCEPTIONS. Please e-mail questions to tvuncannon@moorecountync.gov. The County will issue all addendums pertaining to this RFP and post to the County website at www.moorecountync.gov within 24 – 48 hours after the deadline for questions. It is the Proposers responsibility to check the website for the addendums.**
4. The County will not be responsible for any oral instructions. Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Proposal Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no proposals may be withdrawn

until after the closing, anticipated the week of November 18, 2016. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Although award will be made to the lowest responsible, responsive vendor (including both interest cost and upfront fees and expenses), the County reserves the right to select the bidder that best meets the needs of the County.
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Proposer shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The Service Provider shall not represent itself to be an agent of the County.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All Service Providers performing work/services at a County Detention Center shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the Service Provider will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/Service Provider must make the materials to be audited available within one (1) week of the request for them.
13. All Proposers must complete and submit the Vendor Form with their proposal package. This information will be used to create or update the County's vendor file.
14. Proposers are cautioned that this is a request for proposals, not a request for contract, and the County of Moore reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

15. Proposals will be evaluated and a recommendation presented to the County of Moore Board of Commissioners for their approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon thirty (30) days notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
- 18. Electronic Proposals will be received from each Proposer via email to tvuncannon@moorecountync.gov, noting RFP 2017-04 in the Subject Line. The Proposal shall be signed and dated by an official authorized to bind the form. Unsigned proposals will not be considered.**
19. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County’s evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked “Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

PROPOSAL FORM

The County of Moore requests your proposal to provide Refunding of Limited Obligation Bonds for the County of Moore as outlined in the Specifications.

Electronic Proposals to tvuncannon@moorecountync.gov will be received until 4:00 pm EST Monday October 3, 2016.

Use this form for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all proposals.

Fixed Interest Rate: _____
Itemized Additional Bank Fees: _____

On behalf of _____ (Proposer), I am submitting a proposal for Bond Refunding Services for the County of Moore.

Responsive Bid MUST include:
All components requested within the Specifications
Signed Proposal Form
Non-Collusion Affidavit
E-Verify Affidavit
Iran Divestment Act Certificate
Vendor Application
W-9 Form

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

Date _____ Authorized Signature _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

NON-COLLUSION AFFIDAVIT

North Carolina of North Carolina
County of Moore

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

He/She is the _____ of _____, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal 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 Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature and Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This ____ day of _____, 2016

Notary Public
My commission expires _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer 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 NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this ____ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2016.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must **not** utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



Vendor Application

County of Moore
Financial Services – Purchasing Division
PO Box 905
Carthage, NC 28327
Phone: (910) 947 - 7118
Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # _____ SS # _____ Vendor # _____

Vendor Name

Date

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

- Disabled
 Minority Business Enterprise
 Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

References

