

INVITATION FOR BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420; until Tuesday August 15, 2017 at 1:30 p.m. at which time the bids will be opened and considered for the purchase of the following:

JANITORIAL SERVICES FOR HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained at the above address of the office of the Henderson Water Utility or at the company website <http://tinyurl.com/hwu-bids>. Questions regarding this bid should be directed to the Purchasing Manager at 270-869-6609.

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R. S. 45A.455 are absolutely prohibited.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS: As used herein:

- a. The term “solicitation” means Invitations for Bids (IFB) and Requests for Proposals (RGP).
- b. The term “offer” means bid or “proposal”.
- c. “Non-resident bidder” is defined by KRS 45A-494(3).
- d. “Resident bidder” is defined by KRS 45A-494(2)
- e. “Qualified bidder” means Kentucky Industries for the Blind, Incorporated; any non-profit corporation that furthers the purposes of KRS Chapter 163; or a qualified non-profit agency for individuals with severe disabilities as described in KRS 45A.465(3)

2. REQUIRED INFORMATION FOR BID:

- a. Provide verification that Bidder is licensed to perform business in the Commonwealth and operates an office located in the Commonwealth. Bidder must be active and in good standing with the Secretary of State in order for HWU to enter into contract. Bidder must provide evidence of certification they are qualified to do business in the Commonwealth of Kentucky. For more information regarding registration, visit <http://www.sos.ky.gov>.
- b. Submit a completed Bid Proposal Form
- c. Submit a completed REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS, and REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS
- d. Furnish proof of ability to perform the services by providing at least three (3) professional references. HWU may contact two or more of these references to verify satisfactory performance. Reference names should be typed or printed.
- e. Submit certificate of liability insurance with Bid Proposal.
- f. Bidders are expected to inspect the site where services are to be performed and to satisfy themselves to all general and local conditions which may affect the cost of performance of the contract to the extent such information is reasonably obtainable. Site visits should be scheduled on one of the following two days by contacting Kathy Ambrose @ 270-869-6609 or ambrosek@hkywater.org.

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|--------------------|---|
| (1) August 8, 2017 | 11:30-12:00 WWTP (205 Drury Lane) |
| | 12:30-1:00 Bobby Gish Administration Building (111 Fifth Street) |
| | 1:30-2:30 SOC (230 North Alvasia) |
| (2) August 9, 2017 | 9:00-9:30 WWTP (205 Drury Lane) |
| | 10:00-11:00 SOC (230 North Alvasia) |
| | 11:30-12:00 Bobby Gish Administration Building (111 Fifth Street) |

3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the Purchasing Manager not less than seven (7) calendar days prior to the bid opening date.** Oral explanations or instructions given before the award of the contract shall not be binding. Any clarifying information given to a prospective offeror concerning a solicitation shall be furnished to all prospective offerors through a clarification posted on the HWU website, or as an amendment of the solicitation (if there was a change in the scope of the bid), which would also be posted on the HWU website and would also include an amended bid form. **VENDORS WILL NOT BE NOTIFIED INDIVIDUALLY OF CLARIFICATIONS /AMMEDNMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website www.hkywater.org.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Such acknowledgement shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. PROTEST PROCEDURES

a. Protests prior to bid opening:

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Manager for good cause shown. The HWU Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response.

Upon receipt of a protest, the HWU Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.

b. Protests after bid opening:

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.

Protests submitted to HWU shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from HWU.

The HWU Manager will review the protest and render his or her decision in writing within five (5) calendar days of receipt of the protest, setting forth reasons for his or her decision.

HWU is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the HWU Manager as to protests shall be final and conclusive, unless, within five (5) calendar days of the date a decision was rendered by the HWU Manager, a written appeal of the same is submitted by the bidder to the Water and Sewer Board of Commissioners. Any appeal to the Board of Commissioners shall include:

- (a) A statement of the grounds for review and any supporting documentation.

- (b) A copy of the protest filed with HWU and a copy of the HWU Manager's decision.

If the appeal is submitted prior to award of a contract, HWU will not award until the matter is resolved. If the contract has been awarded prior to the appeal, the contractor shall proceed diligently with the performance of the contract.

6. SUBMISSION OF OFFERS:

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the offeror on the face of the envelope(s).
- b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., reduce unit price of item 1 by \$1.00).
- c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the offeror's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

7. MODIFICATION OR WITHDRAWAL OF OFFERS:

Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS:

Offers and modifications of offerors received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:

- a. No bids are received other than the late bid; and
- b. The need of an agency is determined to preclude the re-solicitation of bids.

9. MULTIPLE AND ALTERNATE BIDS:

Bidders shall submit one response only to the solicitation and shall not propose more than one price, model, and brand for each bid item. Multiple or alternate bids offering more than one bid price in total (or by line-item) shall be cause for rejection unless specifically called for in special provisions provided elsewhere in the solicitation.

10. AWARD OF CONTRACT:

- a. Award Criteria: HWU will award the contract to the single qualified bidder with the lowest anticipated annual cost.
- b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received. The award of this contract will be contingent upon funds being appropriated for this purchase.

- c. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for on account of any injuries or damages received or sustained by any party or parties, by or form any of the acts of the contractor, his servants, or agents.
- d. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
- e. The bidder agrees to hold the proposed pricing for up to 60 days after bid proposal is opened.

A written award mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

11. KENTUCKY / INDIANA SALES AND USE TAXES:

Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

12. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of K.R.S. 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

13. SUBCONTRACTORS

The use of subcontractors for any part of the work included in this contract must be pre-approved by the HWU Purchasing Manager. All subcontractors must meet the criteria set forth in this bid.

14. CONTRACT MODIFICATIONS:

During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager.

If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

15. ADDITIONAL CHARGES/FEEES

The bid price of the product is the complete product price. There will be no fuel surcharges, delivery fees, handling fees, container return fees, or any other fees/charges associated with the purchase, installation or delivery of products.

16. SELLER'S INVOICES:

Invoices shall be prepared and transmitted via fax, email or USPS to HWU at the provided address.

HWU is a municipality and invoices are processed for payment not less than once per month. Terms are net 30 after receipt of invoice.

17. PRECEDENCE OF PROVISIONS:

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Special Conditions; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise and (e) the specifications.

14. INSURANCE:

Contractors, including all Subcontractors, furnishing labor, and\or equipment under this requirement shall carry the following insurance in addition to all insurance required by law. Valid certificates of insurance shall be furnished to the HWU prior to the Contractor causing any work to begin.

A. Workman’s Compensation	Statutory
B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Broad Form Property Damage (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	\$1,000,000 Combined Single Limit
C. Comprehensive Automobile Liability, including Hired Car and Employer’s Non-Ownership Liability Coverage.	\$1,000,000 Combined Single Limit
D. Endorsement naming as additional insured “The Henderson Water and Sewer Commission, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.”	
E. Endorsement that Contractor’s insurance coverage shall be primary insurance as respects HWU. Any insurance or self-insurance maintained by HWU shall be separate from Consultants insurance and shall not contribute with it.	
F. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, to Henderson Water Utility, 111 Fifth Street, Henderson, KY 42420.	

BID FORM

PROJECT IDENTIFICATION: Janitorial Services
Henderson Water Utility
Ref# 201712_IFB_JANITORIAL

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, KY 42420

CONTACT INFORMATION: All questions regarding this bid solicitation should be directed to the Purchasing Manager, Kathy Ambrose as per item #3 in the Solicitation Instructions and Conditions.

DATE REFERENCES: August 8 or 9, 2017 Site visits
August 11, 2017: Last day for bid clarifications
August 15, 2017: Final bid acceptance 1:30 p.m.
August 21, 2017: HWU Board Meeting (official award requested)
September 1, 2017: Contract becomes active

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish services as specified or indicated in the Bid Documents and Specifications for the Bid Price(s) and in accordance with the other terms and conditions of the Bid Documents and Specifications.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid Documents and Specifications. This bid will remain subject to acceptance for sixty days after the day of bid closing.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of K.R.S.45a.465 are complied with fully.

SPECIFICATIONS

General Information

- Henderson Water Utility (HWU) is seeking a vendor to provide janitorial services at the following HWU locations:

Bobby Gish Administration Building 111 Fifth Street, Henderson KY 42420

System Operations Center (SOC) 230 North Alvasia Street, Henderson KY 42420
SOC Training Area
SOC Crew Office Restroom

North Wastewater Treatment Plant (WWTP) 205 Drury Lane, Henderson KY 42420

- All work will be done after regular business hours at the frequency listed on the cleaning schedule.
- As part of the Bid Proposal, bidder acknowledges that the bid and all materials submitted constitute public records within the meaning of the Kentucky Open Records Act, Kentucky Revised Statutes 61.870 to 61.884.
- Successful bidder will be required to conduct background checks on all representatives performing work under the Janitorial Service Contract at HWU.
- HWU reserves the right to change the specifications at any time. In this event, Bidder and HWU shall negotiate what price adjustments may be made.
- HWU shall not be liable for any costs incurred by Bidder in the preparation of their bid proposal.

Successful Bidder's Requirements

1. The successful Bidder will provide the name and telephone number of a representative who can be reached by telephone during HWU's operational hours 7 a.m. – 4 p.m. CDT, Monday through Friday, except for legal holidays, for the purpose of service evaluation, complaints, scheduling of project work, etc.
2. After the first 30 days and, subsequently, every 60 days, the successful Bidder will schedule a company representative to meet with each HWU facility manager for a walk-through evaluation of services. This representative should not be a member of the team assigned to perform the cleaning services.
3. The successful Bidder certifies that it will comply with the provisions of the Privacy Act of 1974, and instruct its employees to use the same degree of care to keep confidential and/or private information concerning client data, the business of the Contractor, HWU, its financial affairs, its relations with its citizens and its employees, as well as any other information which could reasonably be classified as confidential and/or private. The successful Bidder shall have an appropriate agreement extending these confidentiality requirements to successful Bidder's employees.
4. The successful Bidder shall indemnify and hold HWU harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including reasonable attorney fees, which may be imposed upon or incurred by HWU as a result of the successful bidder's breach of contract.

HWU's Responsibility

1. HWU will provide all disposable washroom supplies, such as toilet tissue, paper towels, soap, and urinal deodorant blocks.
2. HWU will provide trash bags to fit all receptacles.
3. HWU will provide storage space for the successful Bidder's equipment and supplies.

Contracting Period

The period within which the services are to be performed under the contract is Monday September 1, 2017 to Sunday, August 30, 2018. The contract will be established for the period of one year. Contract renewals may be executed with the successful Bidder for one year but for no more than two consecutive years following the original bid process. Upon renewal, contract prices may be increased providing the increase is justified. Any approved increase shall not exceed the annual Cost of Living Index.

HWU Janitorial Services Cleaning Schedule

Bobby Gish Administration Building - once per week

SOC: Main building – twice per week

SOC: Crew Office Restroom – once per week

SOC: Training Area Restrooms– once per week

SOC: Training Area – once per month

A. ALL AREAS

- Empty waste baskets
- Collect trash place in designated areas
- Clean drinking fountain
- Vacuum carpet areas
- Clean all glass at entryways and lobby
- Dust high and low horizontal surfaces
- Damp clean desk (some offices will not want desk tops done but remainder of desk should be cleaned)
- Damp clean chairs, tables, etc.
- Dust blinds as needed
- Clean door kicks, push plates, handles and frames in entryways

B. FLOORS

- Dust and sweep or vacuum
- Damp mop tile floors – avoid allowing buildup around edges
- Dust baseboards

C. TOILETS/RESTROOMS

- Clean and sanitize all toilets, urinals, and sinks. Polish fittings
- Clean all mirror glass
- Empty and reline trash containers
- Clean walls, partitions, and around fixtures as needed
- Refill all dispensers
- Dust low and high horizontal surfaces, moldings, ledges
- Clean ceiling vents as needed

D. KITCHENS

- Clean and sanitize all countertops, sinks, fixtures, microwaves, and outside of refrigerator.
- Vending machines: clean glass, clean and sanitize keypads and exterior front.
- Wipe walls as needed

HWU Janitorial Services Cleaning Schedule

Wastewater Treatment Plant – every other week

A. ALL AREAS

- Clean drinking fountain
- Clean all glass at entryways and lobby
- Dust high and low horizontal surfaces

B. TOILETS/RESTROOMS

- Clean and sanitize all toilets, urinals, and sinks. Polish fittings
- Clean all mirror glass
- Empty and reline trash containers
- Clean walls, partitions, and around fixtures as needed
- Refill all dispensers
- Dust low and high horizontal surfaces, moldings, ledges
- Clean ceiling vents as needed

C. KITCHENS

- Clean and sanitize all countertops, sinks, fixtures, microwaves, and outside of refrigerator.
- Vending machines: clean glass, clean and sanitize keypads and exterior front.
- Wipe walls as needed

Vendor Response: Pricing
(Proposal must be submitted on this form)

Location	Cost per service	# of services annually	Cost per year
Bobby Gish Administrative Building		52	
SOC Main Building		104	
SOC Crew Office Restroom		52	
SOC Training Area Restroom		52	
SOC Training Area		12	
NWWTP main building		26	
Total Anticipated Annual Cost (used for bid evaluation)			

References: Provide a minimum of 3 public or private entities comparable in size and scope, that proposer has recently supplied services on a continuing basis over a recent twelve (12) month period.

Company _____
 Address _____
 Contact Name (please print) _____
 Contact Phone Number _____
 Dates of service: from _____ to _____

Company _____
 Address _____
 Contact Name (please print) _____
 Contact Phone Number _____
 Dates of service: from _____ to _____

Company _____
 Address _____
 Contact Name (please print) _____
 Contact Phone Number _____
 Dates of service: from _____ to _____

Exceptions taken to bid requirements:

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

Solicitation/Contract #: _____

OR CHECK HERE: *My company is not eligible to claim this status* _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

OR CHECK HERE: *My company is not eligible to claim this status* _____

SIGNATURE PAGE

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

BIDDER

Attest

Company Name

Address

City

State Zipcode

Authorized Representative

Title

Print Name

Date

E-mail

Phone

Fax

SEAL (if BID is by Corporation)