



**City of Evansville-Vanderburgh County
Purchasing Department**
1 NW Martin Luther King Jr. Blvd. Room 323
Evansville, Indiana 47708
(812) 436-4917



**Aerial Lift Truck with a 2022 Ford F-600 4X4 (or
equivalent) with a Service/Utility body**
City of Evansville- Vanderburgh County Levee Authority
IFB-949-01-22

April 25, 2022

NOTICE TO BIDDERS

Sealed bids will be received for the purchase of an Aerial Lift Device equivalent with a 2022 Ford F-600 Chassis cab (or equivalent) and a service/utility body for the City of Evansville - Vanderburgh County Levee Authority ("Levee Authority"). Bids will be received until 9:00 a.m. on Tuesday, May 17, 2022, at the Levee Authority Board meeting to be held at 1300 Waterworks Road, Evansville, Indiana 47713 at which time bids will be publicly opened and read aloud.

Responses to this request, submitted prior to the scheduled bid opening, shall be submitted to the City of Evansville - Vanderburgh County Levee Authority at 1300 Waterworks Road, Evansville IN 47713 and shall be submitted prior to 8:30 a.m. on Tuesday, May 17, 2022. After 8:30 a.m., responses to this request may only be submitted until 9:00 a.m. by hand-delivery to personnel of the Levee Authority.

BIDS

1. All bids submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the City. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
2. **PROCUREMENT STATEMENT OF NON-PREFERENCE:** It is the intent of the City to procure products and/or services in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding procedures only, a certain manufacturer, product, product number, or vendor will be utilized to help streamline this process. However, the City invites and encourages all other qualified bidders to submit equivalent bids. The primary purpose is to ensure that no interested party is excluded or limited from the bidding process.
3. All prices shall be F.O.B., Evansville, Indiana 47708.
4. Firm bids are required unless specifically designated otherwise. Any bid which is subject to an open or unlimited escalator clause may be rejected.
5. The Levee Authority Board reserves the right to award this bid on a line-item basis or lump sum basis whichever is in the best interest of the City, and subject to the appropriation and availability of funds.

6. Bids shall be awarded to the lowest responsive and responsible Vendor taking into consideration reliability, productivity, and cost of maintenance, quality, performance and time of delivery.

DELIVERY

1. The Vendor shall state in their proposal a firm delivery schedule for the vehicle, after notification of award. The proposed delivery schedule could be a major factor in the award of this bid.

2. The vehicle shall be assembled, serviced, adjusted and demonstrated to the satisfaction of the Levee Authority Board that it is in perfect physical and mechanical operating condition.

3. The vehicle will be accepted only after the delivery requirements have been met. The seller shall assume full responsibility for the vehicle until received and accepted by the Levee Authority.

RIGHT OF REJECTION

The Levee Authority Board reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the Levee Authority Board. Furthermore, the Levee Authority Board reserves the right to hold the bid of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the bid opening.

BID SUBMITTAL

1. ALL BIDS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO BIDDERS. The responsibility for submitting bids to the Levee Authority Board is solely that of the Vendor. The Levee Authority Board will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late bids will not be accepted or considered and will be returned unopened to the Vendor.

2. The Vendor shall submit their bid on the attached PROPOSAL FORMS, supplying all the required information. Failure to comply with this or any other paragraph of these instructions to Bidders shall be sufficient reason for invalidation of the bid.

3. Bids must also be submitted on the Bid Offer and Proposal Form, which must be properly signed, dated and notarized to be accepted.

4. Vendors shall submit an original and one (1) copy of their bid.

5. Vendors are required to provide all requested information. Bid submittals should be submitted in a sealed envelope showing the Vendor's name, business address, bid title, date and time of opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid

6. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled opening.

7. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind.

8. Do not include taxes in bid figures. The City and County are exempt from sales tax. An exemption certificate will be provided upon request.

COST OF BID PREPARATION AND SUBMISSION:

Responder(s) shall be responsible for all costs incurred in order to prepare and submit their bid.

PUBLIC OPENING PROCEDURES

1. The purpose of a public opening is for a reading of bids received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
2. Only the following information will be given:
 - a. Vendor name
 - b. Total price, except when award is made on a unit price basis or grand total for all or none items.
3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Vendor during or after the bid opening until the evaluation of bids has been completed and a recommendation for award has been made.
4. A copy of the bid tabulation will be available to review in the Levee Authority and the Purchasing Department upon completion of the recommended award.
5. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department. A copy fee will be charged for copies.

MANUFACTURER DATA

Each Vendor shall submit the following data on the Vehicle included in the attached Proposal Form:

- a. Manufacturer, Model and Supplier.
- b. A Statement that the proposed vehicle conforms to the specifications or a statement indicating the exceptions to the specifications.
- c. Vendor must include the nearest factory-authorized parts and service facility. Local service facility is preferred.
- d. Vendor must submit with their bid, manufacturer specifications on the proposed vehicle. The manufacturer specifications/brochures must identify the items bid and other required data as outlined herein.
 1. The specifications must indicate whether the products are manufactured in the United States.
 2. Subject to Indiana Code Sections 5-22-15-21, the vehicle shall be manufactured in the United States. However, the Awarding Board(s) may waive this requirement under the following circumstances:
 - a. The supplies are not manufactured in the United States in reasonably available quantities.
 - b. The price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States.
 - c. The quality of the supplies is substantially less than the quality of comparably

- priced available supplies manufactured outside the United States.
- d. The purchase of supplies manufactured in the United States is not in the public interest.

The Levee Authority Board shall have final determination as to the specifications of the above new vehicle. Colors and other pertinent information must be indicated. If the Vendor proposes other than the item specified, the Vendor must include documentation that the proposed vehicle meet/or exceed that which is specified.

BID BOND AND PERFORMANCE BOND

- A. Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of five percent (5%) of the total bid shall accompany each bid as a guarantee that all provisions of the specifications shall be met.
- B. Bid Bonds and Checks will be returned to the unsuccessful Vendor (s) after award of purchase by the Levee Authority Board, and to the successful Vendor(s) after the performance bond, if required, has been received and accepted.
- C. Bid Bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Bid Bond.
- D. A Performance Bond in the amount of One Hundred percent (100%) of the total bid may be required of the successful Vendor, prior to work beginning, as a guarantee that all provisions of the bid and attached specifications, and resulting contract, shall be met.

The Performance Bond is to be posted with the Levee Authority within ten (10) business days after bid award. Failure to post said Bond may result in the immediate revocations of award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Vendor to include the cost of the Performance Bond in the bid. The Levee Authority Board will not pay an additional amount at a later date.

DEFAULT AND TERMINATION OF CONTRACT

Should the successful vendor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Levee Authority Board, the Levee Authority Board may declare the contract(s) in default and terminate same immediately.

Continuous failure to comply with the terms of the contract(s) or failure to correct problems brought to the attention of the successful vendor shall be grounds for the Levee Authority Board to terminate the contract(s).

QUANTITIES

The Levee Authority Board anticipates purchasing the quantities as specified on the attached proposal form. These quantities are approximate and represent the estimated requirement.

There is no obligation on the part of the Levee Authority to purchase more or less than the quantity listed. The Levee Authority reserves the right to purchase more or less than the quantity listed, depending upon actual requirements and budget restraints, at the unit costs as set forth in the Successful vendor's bid/contract(s).

WITHHOLDING PAYMENT

In the event a contract is canceled under any provision herein, the City may withhold from the successful vendor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

INQUIRIES

1. Please direct any inquiries concerning bid requirements to Lora Bennett in the Purchasing Department, phone (812) 436-4917. Any questions on the actual specifications should be directed to Mike Herke in the Levee Authority at (812) 436-6137 or 812-774-7459 (cell).
2. All changes in specifications shall be in writing in the form of an addendum and furnished to all Vendors. Verbal information obtained otherwise will not be considered in awarding of bids. No changes to specifications will be permitted within five (5) days prior to the bid opening.

INDEMNIFICATION

1. The successful vendor shall indemnify and hold harmless the City/County, Levee Authority Board, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the vendor, contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City/County or Levee Authority Board, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

The City of Evansville is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.90.110-180)

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the bid. The resulting contract must be signed by the successful vendor and the Levee Authority Board and the successful vendor must comply with the equal employment opportunity condition in the execution of the contract.

LAWS

Vendors shall comply with all applicable Federal, State, County and City laws, ordinances and regulations applicable to the bid and performance of the contract(s).

WARRANTY

1. Successful vendor shall provide training to City operators, if appropriate. Training shall be provided after delivery of the vehicle.
2. Successful vendor shall provide one (1) copy of the Parts, Owner and Warranty Manuals for each vehicle.
3. Corrosion & Powertrain Warranty shall be the Standard Manufacturer's Warranty. Warranty Information must be supplied with the bid documents.

**BID SPECIFICATIONS FOR
2022 FORD F-600 4X4 OR ITS EQUIVALENT**

The following specifications describe the minimum requirements for the 2022 Ford F-600 4x4 or equivalent. The equipment shall be new and a current production year model. The fact that every item constituting the construction of a complete unit is not specifically mentioned or described will be interpreted to mean that the vendor shall install items that conform to the best-known engineering standards, relative to design, strength, quality and craftsmanship. Furthermore, when the unit is delivered, it is to be fully equipped and operational with all the manufacturer's standard equipment, accessories and documentation.

Any reference made to any manufacturer or brand is not to be construed as a limiting factor in the bid, but is meant to show the minimum scope and quality of the product to be bid.

GENERAL

Unit shall be a current regular production model for which published specifications are available. Warranty must be stated in years/months or operation hours.

All operating specifications are based on current Society of Automotive Engineers (SAE) standards and shall be the basis for determining compliance with specific requirements. When applicable all dimensions shall be in accordance with SAE standards.

The equipment must meet or exceed all federal OSHA safety and EPA tier II non-road emissions regulations. A copy of the manufacturer's published specifications shall be included in the bid package.

All documentation pertaining to the equipment must accompany the equipment at time of delivery, such as service manuals, service schedules and parts lists, etc.

CHASSIS: (see next page)

One (1) - 2022 Ford F600 4x4 or equivalent		
Equipped as follows:	YES	NO
22,000 GVWR		
6.7L Power Stroke V8 Turbo diesel engine - 330hp at 2,600 (825lb/ft@ 2000RPM		
TorqueShift 10-speed automatic transmission		
Engine block heater		
Front and rear 19.5" steel wheels		
Tires – 245/70Rx19.5G BSW traction		
Front axle 7,500lbs		
Rear axles 15,500lbs		
169" wheelbase		
4-wheel ABS brakes		
Air conditioning		
Chrome bumper		
Platform running boards		
Rearview camera		
Cruise control		
40-gallon fuel tank		
SYNC communication with Bluetooth, AM/FM		
Power windows and locks with keyless entry		
40/20/40 split bench seat- vinyl		
Color white		

**SERVICE/UTILITY BODY
BID SPECIFICATIONS**

GENERAL:

The following specification is for a work truck service/utility body. The unit shall be the latest current model of standard design manufactured, complete with all standard equipment, special tools and warranties. Bidders are to supply the latest printed literature and detailed specifications on equipment the bidder proposes to furnish.

The work truck service body must be designed and all components selected and used according to sound engineering principles. All completed units shall comply and be tested in accordance with all applicable O.S.H.A. ANSI, FMVSS standards and regulations. The specifications listed below shall be considered minimum requirements.

Any exception must be noted on a separate sheet and be identified by section.

MANUFACTURER AND MODEL NUMBER:

Indicate manufacture and model number of Service Body quoted. _____

One (1) - Knapheid 6150D54 Steel service body or equivalent:		
Equipped as follows:	YES	NO
94" Wide		
149" long		
Compartments (both sides)		
Compartment depth 20"		
1V – 18.75" W x 40" H		
2V – 21" W x 40" H		
3V – 20.75" W x 40" H		
3V - Curbside Walkup		
H – 52.75" W x 18 ½" H		
4V – 20.75" W x 40" H		
30" x 94" walkup tail shelf with belt step assembly and pool handle		
Backup alarm		
Fire Extinguisher		
Reflector kit		
2" Pintle/Ball and 7 pin trailer receptacle		
C shape grounding lug		

AERIAL PERSONNEL LIFT BID SPECIFICATIONS

GENERAL:

The following specification is for an insulated telescopic and articulating aerial personnel lift. The unit shall be the latest current model of standard design manufactured, complete with all standard equipment, special tools and warranties. Bidders are to supply the latest printed literature and detailed specifications on equipment the bidder proposes to furnish.

The Aerial Personnel Lift must be designed and all components selected and used according to sound engineering principles. All completed units shall comply and be tested in accordance with all applicable O.S.H.A. ANSI, FMVSS standards and regulations. The specifications listed below shall be considered minimum requirements. Any exception must be noted on a separate sheet and be identified by section.

MANUFACTURER AND MODEL NUMBER:

Indicate manufacture and model number of the aerial device quoted.

Aerial Lift - 2022 Ford F-600 4x4 or equivalent		
Equipped as follows:	YES	NO
CAT C Insulated aerial device		
57' working height, 59' working height with basket elevator		
54' height to bottom of basket		
Main boom fiberglass insert		
Chassis isolator insert		
31'-6" side reach		
24" x 42" x 42" fiberglass basket with step, including basket liner, clips and cover		
550 lb basket capacity when not using winch		
400 lb basket capacity when using jib		
Hydraulically extendable jib. Jib is top-mounted with a maximum capacity of 1000 lb		
Hydraulic leveling, stow, and dump		
180° basket rotator		
Body harness & lanyard		
Continuous rotation		
Transmission mounted P.T.O, pump and hydraulic reservoir		
12-volt emergency hydraulic backup system		
Upper & lower operation controls with emergency shut down and start/stop controls		
4-axis HERC joystick control		
Hydraulic tool circuit at bucket		
A-frame outriggers with outrigger interlock, mid mount and rear mount		
Outrigger motion alarm		
Four 18" x 18" composite outrigger pads with two (2) outrigger pads with two (2) outrigger pad holders		
Two (2) LED dome strobe lights		
Timbren load boosters on front and rear		

ADDITIONAL INFORMATION – Aerial Lift Truck with a 2022 Ford F-600 4x4 (or Equivalent), with a service/utility body and aerial personnel lift

1. All manufacturer's service, repair and maintenance manuals are to be provided at time of delivery.
2. Winning vendor is to provide complete operational installation as per the manufacturer's specification. Upon completion of installation, vendor is to provide all necessary employees training on the proper operation and maintenance of the unit at no additional charge.
3. Must be able to make LOCAL SERVICE AND WARRANTY REPAIRS.
4. Bid must include delivery date. Winning bid could depend upon delivery.
5. Price quotes to be FOB - Evansville, Indiana.
6. Any/All proposed alterations of factory installed components are to be submitted in writing. Proposed alterations must be approved in writing by the Levee Authority Board prior to the start of alterations. Any unauthorized alterations are subject to rejection of the entire equipment.

All responses to bid request are to be mailed or delivered to:

City of Evansville - Vanderburgh County Levee Authority
1300 Waterworks Road
Evansville, IN 47713

Price quotes are to be received **by 8:30 a.m. Tuesday May 17, 2022.**

Award of bid could depend upon availability of funding.

If you have any questions or need additional information, contact Michael Herke at 812-435-6137 or 812-774-7459 (cell)

BID TABULATION PAGE

IFB-949-01-22

PRICE QUOTE DUE BY **TUESDAY, APRIL AT 8:30 A.M. CST**

Aerial Lift Truck with 2022 Ford F-600 4x4 (or equivalent), with Service/Utility
Body and Aerial Personnel Lift

Place this page as first page of response:

In accordance with the attached instructions, conditions, and specifications,

_____ (firm) submits the following quote:

FINAL TOTAL OF QUOTE:

NUMERICAL _____

WRITTEN TOTAL _____

Cost of Performance Bond (if required)\$_____ (The Performance Bond amount will
be deducted from the total bid if the bond is waived.)

COMPANY:_____

BY:_____

TITLE:_____

DATE:_____

PHONE NUMBER: _____

EMAIL: _____

- Do Not Substitute this Page -

CITY OF EVANSVILLE -VANDERBRUGH COUNTY
LEEVE AUTHORITY – BOARD
BID PROPOSAL FORM
BID # IFB-949-01-22

DATE:

The City of Evansville invites your bid for the following items:

Aerial Lift Truck with a 2022 Ford F-600 4x4 (or Equivalent), with a
Service/Utility Body and Aerial Personnel Lift

To be opened at 9:00 A.M. CST on Tuesday April, 2022, located at 1300 Waterworks Road, Evansville IN 47713

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Vendors and the Specifications dated April, prepared by the Levee Authority Board, the following Bid for Aerial Lift Truck as per the specifications.

Please be advised that any alterations, changes in bid format, etc. will make it difficult to evaluate bids and may lead to confusion. All items should be bid in the units, quantities, and units of measurements specified. Do not submit alternate bids unless requested. The City of Evansville - Vanderburgh County Levee Authority Board shall reserve the right to reject any or all bids or any part thereof.

QUOTATIONS

1. Manufacturer: _____

Supplier: _____

2. All prices F.O.B. Evansville, Indiana. _____ Yes _____ No

3. Location of Service and warranty repairs (local location is preferred.) _____

DELIVERY

Guaranteed delivery date. _____

BID BOND AND PERFORMANCE BOND

Vendor has submitted a 5% Bid Bond? Yes _____ No _____

Vendor will furnish a Performance Bond in the amount of 100% if required? Yes _____ No _____

INDEMNIFICATION

Vendor will indemnify and hold harmless the City of Evansville - Vanderburgh County Levee Authority, the City of Evansville, and Vanderburgh County in accordance with the provisions contained herein? Yes____No____

WARRANTY

1. If successful Vendor, Vendor will provide required training? Yes _____No _____

2. Manufacturer's warranty is in compliance with bid requirements? Yes_____No_____

Describe the extent of the Manufacturer's Warranty and items covered, including Corrosion, Power train and comprehensive for each vehicle bid:

Responder Checklist

- | | |
|--|-------|
| 1. Bid Tabulation Form | _____ |
| 2. Bid Proposal Form | _____ |
| 3. Indiana Legal Employment Declaration (E-Verify) | _____ |
| 4. Equal Employment Opportunity | _____ |
| 5. Non-Collusion Affidavit | _____ |
| 6. Bid Bond | _____ |

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, ancestry, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, 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.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Contractor Representative (Please Print)

Signed

Contractor Name

Telephone

Contractor Address

Date

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INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company),
declare under penalties of perjury that _____ (name of Company) does not employ unauthorized
aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

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

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-verify, please see:
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

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NON – COLLUSION AFFIDAVIT

The undersigned Responder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be quote by anyone at such letting nor to prevent any person from submitting a quote nor to include anyone to refrain from quoting, and that this quote is made without reference to any other quote and without any agreement, understanding or combination with any other person in reference to such quote.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING QUOTE FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

