

CITY OF EVANSVILLE-VANDERBURGH COUNTY

PURCHASING DEPARTMENT



1 N.W. Martin Luther King Jr. Boulevard Room 323, Civic Center Complex Evansville, IN 47708 812-436-4917

REQUEST FOR BIDS BID-001-006-18 TRAFFIC PAINT

Notice to Bidders

Sealed bids will be received on behalf of the Board of Public Works (Board) and the City of Evansville (City) Traffic Engineering Department (Owner) for traffic paint until 1:30 p.m. CST on Thursday, June 14, 2018, in Room 301, Civic Center Complex, 1 N. W. Martin Luther King, Jr., Boulevard, Evansville, Indiana 47708. All bids received will be publicly opened and read aloud at the Board of Public Works meeting.

Bids submitted prior to the scheduled bid opening shall be submitted to the City/County Purchasing Department, Room 323, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Bids submitted prior to the bid opening shall be submitted prior to 1:15 p.m. on Thursday, June 14, 2018.

Mark outside of submitted bid response with the following:

Vendor Name BID-001-006-18 Opening Thursday, June 14, 2018

QUOTATIONS

- All bids submitted should be 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 a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the Board 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. various locations in Evansville, Vanderburgh County, Indiana. Most deliveries will be to the City Highway Garage at 1304 Waterworks Road, Evansville, IN 47713. No additional delivery or freight charges will be accepted.

- 4. The Bidder shall state any discounts to apply.
- 5. Firms bids are required unless specifically designated otherwise. Any bid which is subject to an open or unlimited escalator clause may be rejected.
- 6. The City reserve the right to award the bid on a line item basis or lump sum basis whichever is in the best interest of the City.
- 7. Bids shall be awarded to the lowest responsive and responsible bidder taking into consideration cost, reliability, productivity, cost of maintenance, quality, performance and time of delivery.

DELIVERY

- 1. The Bidder shall state in their proposal a firm delivery schedule for the materials from time of order.
- 2. The materials shall be mixed, serviced, adjusted, and demonstrated to the satisfaction of the City that the materials are in perfect operating consistency. All products/materials shall meet INDOT material specifications at minimum. The successful bidder shall provide MSDS sheets on all items provided to the City.
- 3. All materials shall be provided in containers which are in accordance with current Federal DOT regulations. Each container shall be labeled in accordance with 20 CFR 1910.1200 and include trade name or trade mark, formulation or product identification, date of manufacturer, color, batch or lot number, component identification and mixing instructions.
- 4. The materials will be accepted only after the delivery requirements have been met. The seller shall assume full responsibility for the product/materials until accepted.

RIGHT OF REJECTION

The City 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 City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of forty-five (45) 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 City is solely that of the bidder. The City will not be responsible for delays in Mail delivery or delays caused by other occurrence. Late bids will not be considered and will be returned, unopened, to the bidder.
- 2. Vendors shall submit their bid(s) on the attached PROPOSAL FORM, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders shall be sufficient reason for Invalidation of the bid.
- 3. Bidders shall submit an original and one (1) copy of their bid. Bidders shall also submit a notarized copy of the Bid, Offer, and Proposal Form (enclosed.)
- 4. Bidders are required to provide all requested information. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.

- 5. Bid should be submitted in sealed envelope and clearly marked with Vendor/Business Name, bid number and bid opening date on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction contained in this request for bids may result in the rejection of your bid.
- 6. Bid modifications are not allowed after submission. Complete withdrawal or complete exchange of bid is acceptable, ONLY if done before scheduled bid 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 of Evansville and the Board are exempt from sales tax. An exemption certificate will be provided upon request.
- 9. Vendors must complete a Conflict of Interest Form.

PUBLIC OPENING PROCEDURES

- 1. The purpose of a public bid 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 recommendation for award has been made.
- 4. A copy of the bid tabulation will be available to review in 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.

MANUFACTURED DATA

Each Bidder shall submit the following data on the paint/paint products included in the attached Proposal Form.

a. Manufacturer and Model and Supplier.

b. A statement that the proposed materials conform to the specifications or a statement indicating the exceptions to the specifications. The statement shall also indicate whether the materials conform to Indiana Department of Transportation (INDOT) 2012 Standard Specifications, Section 900 - Materials Details. (Specifically 909.05 White and Yellow Traffic Paint (b) Fast Dry Traffic Paint, (c) White & Yellow Waterborne Traffic Paint, and 921.02 Durable Marking Material (a) Thermoplastic, (e) Pavement Marking Beads.

c. Bidder must submit with their bid manufacturer specifications on the proposed materials. The manufacturer specifications/brochures must identify the items bid and other required data as outlined herein. The specifications must indicate whether the products are manufactured in the United States.

e. Subject to Indiana Code Sections 5-22-15-21, the materials shall be manufactured in the United States. However, the awarding board (s) may waive this requirement under the following circumstances:

- The supplies/materials are not manufactured in the United States in reasonably available quantities.
- The price of the supplies/materials manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States.
- The quality of the supplies/materials is substantially less than the quality of comparably priced available supplies manufactured outside the United States.
- The purchase of supplies/materials manufactured in the United States is not in the public interest.

The Board of Public Works and/or the City of Evansville shall have final determination as to the specifications of the above new materials. Colors and other pertinent information must be indicated. If the bidder proposes other than the items specified, the Bidder must include documentation that the proposed materials meet/or exceed that which is specified.

BID BOND AND PERFORMANCE BOND

- 1. 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.
- 2. Bid Bonds and Checks will be returned to the unsuccessful Bidder(s) after award of purchase by the City, and to the successful Bidder(s) after the performance bond, if required, has been received and accepted.
- 3. 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.
- 4. A Performance Bond in the amount of One Hundred percent (100%) of the total bid may be required of the successful bidder, 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 City/County Purchasing Department within ten (10) business days after bid award. Failure to post said Bond may result in the immediate revocation of bid award.
- 5. When required, the Performance Bond must be in the full amount or percentage of the bid as specified herein. The bond shall be executed by a surety company authorized to do business in the State of Indiana. In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided.
- 6. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the bidder to include the cost of the Performance Bond in the bid. The City/County will not pay an additional amount at a later date.

DEFAULT AND TERMINATION OF CONTRACT

Should the successful vendor fail to correct any conditions which are in violation of the terms of the contract(s), within 24 hours after having been notified by the City/County, the City/County 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 City/County to terminate the contract(s).

TERM OF AGREEMENT & EXTENSION OF CONTRACT

The initial term of this agreement will be from date of award by the Board of Public Works thru December 2019. Prices shall remain firm during this period.

The contract(s) may be extended, beyond the initial expiration date set at the beginning of the contract period, for up to three (3) one (1) year extensions, as long as pricing remains the same. The notice, to extend the contract at the end of the initial contract period for an additional year, shall be given in writing at least thirty (30) days prior to the expiration date of the original contract. Likewise, the desire to extend the contract for additional yearly expirations, shall be given in writing thirty (30) days prior to the expiration of the most recent extension.

QUANTITIES

The City anticipates purchasing the quantities specified on the attached proposal form for the remainder of 2018. Purchases for additional years may vary. These quantities are approximate and represent the estimated requirement. The City reserves the right to award to multiple vendors if found to be in the best interest of the City.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City 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 Bidder's bid/contract(s). The City may temporarily discontinue services, stop work or alter the scope of services required should the need arise during the life of this contract.

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 general bid requirements to Debra Spalding in the Purchasing Department, phone 812-436-4961 or dspalding@evansville.in.gov. Any questions regarding the specified materials should be directed to Jim Cruse in the Traffic Engineering Department, phone 812-435-6003.
- 2. All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. 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

The successful vendor shall indemnify and hold harmless the City, County and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.

In any and all claims against the City/County, 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.

ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board of Public Works shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION

The City of Evansville Municipal Code 3.90.110-180 and the Vanderburgh County Code 2.26.010-080 encourage utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. The Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the bid. The contract must be signed by the successful bidder and the City/County; and the successful bidder must comply with the equal employment opportunity condition in the execution of the contract.

CONFLICT OF INTEREST DISCLOSURE

The Conflict of Interest Disclosure Statement included herein is a condition of the bid. This form shall be filled out by the vendor even if no conflicts exist and returned with bid.

LAWS

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

WARRANTY

- 1. Successful Bidder shall provide two (2) copies each of Warranty Manuals and MSDS Sheets.
- 2. Successful Bidder shall provide training to City/County operators, if appropriate. Training shall be provided after delivery of product.
- 3. Warranty shall be for a minimum of two (2) years.

In order to be accepted as a valid bid, the following items MUST be included with your bid, along with any other information requested in the specifications.

1.	Bid Proposal Form	
2.	Bid, Offer, Proposal Form	
3.	Bid Tabulation Form	
4.	Bid Deposit	
5.	EEO Statement	
6.	Conflict of Interest Form	
7.	Manufacturer Specifications (MSDS)	

2018 SPECIFICATIONS

TRAFFIC PAINT - THERMOPLASTIC PRIMER/SEALER

All materials must conform to Indiana Department of Transportation (INDOT) 2014 Standard Specifications, Section 900 - Materials Details. (Specifically 909.05 White and Yellow Traffic Paint (b) Fast Dry Traffic Paint, (c) White & Yellow Waterborne Traffic Paint, and 921.02 Durable Marking Material (a) Thermoplastic, (e) Pavement Marking Beads. All Traffic Paint materials are to be manufactured in the same year as the delivery year.

WATERBORNE TRAFFIC PAINT

- All gallons are approximate and actual order may be more or less that stated

SPECIFICATIONS FOR FAST DRY PAINT - YELLOW AND WHITE

FAST DRY <u>YELLOW</u> TRAFFIC PAINT

- IN 55 GALLON DRUMS
- Quantity desired 4,950 Gallons = 90 DRUMS

FAST DRY <u>WHITE</u> TRAFFIC PAINT

- IN 55 GALLON DRUMS
- Quantity desired 3,300 Gallons = 60 DRUMS

FAST DRY HANDICAP BLUE WATERBORNE PAINT

- IN 5 GALLON BUCKETS
- Quantity desired 10 BUCKETS

STANDARD WATERBORNE CURB YELLOW PAINT

- IN 5 GALLON BUCKETS
- Quantity desired 10 BUCKETS

STANDARD WATERBORNE <u>BLACK</u> PAINT

- IN 5 GALLON BUCKETS
- Quantity desired 5 BUCKETS

STANDARD WATERBORNE <u>CONCRETE GREY</u> PAINT

- IN 5 GALLON BUCKETS
- Quantity desired 5 BUCKETS

All Drums and Buckets shall be white with the color of the paint on the head or lids. The entire Drum or Bucket may also be the color of the paint inside.

Company is required to pick up the used paint drums after painting season, if requested to do so. Up to 20 of the used drums being picked up may be filled with discarded/clean out water/paint mixture per year.

2018 SPECIFICATIONS

TRAFFIC PAINT - THERMOPLASTIC PRIMER/SEALER

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- All listed quantities are approximate and actual order may be more or less that stated

100% ACRYLIC, ACETONE-BASED THERMOPLASTIC PRIMER/SEALER

- IN 5 GALLON BUCKETS
- Quantity desired 10 BUCKETS

100% ACRYLIC, ACETONE-BASED THERMOPLASTIC PRIMER/SEALER

- IN 55 GALLON DRUMS
- Quantity desired 2 DRUMS

CITY OF EVANSVILLE / BOARD OF PUBLIC WORKS

BID PROPOSAL FORM

DATE: May 30, 2018

The City of Evansville / Board of Public Works invite your bid for the following item:

TRAFFIC PAINT – THERMOPLASTIC PRIMER/SEALER BID-001-006-18

to be opened at 1:30 p.m. on Thursday, June 14, 2018, in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications dated May 30, 2018 prepared by the City of Evansville/Vanderburgh County Purchasing Department.

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 shall reserve the right to reject any or all bids or any part thereof.

1.	All prices F.O.B. 1304 Waterworks Road, Evansville, Indiana.
	YesNo
2.	Discounts, if any, if awarded entire bid
3.	If bid is subject to an escalation clause, identify same here
4.	Bidder will accept a portion of the bid award
5.	Guaranteed delivery schedule from date of order. Please identify in days
	Method of delivery: TruckRailOther
6.	Proposed Paint/Beads/etc. conform to specifications?
	Yes No and meet INDOT 2014 Standard Specifications? Yes No

- 7. Bidder has submitted Manufacturer specifications (MSDS Sheets) as required? Yes_____ No_____
- 8. Bidder has bid on Paint, Thermoplastic Primer/Sealer manufactured in the United States?

Yes____ No____

5. Please indicate name of manufacturer and location (i.e., physical address) of facility where products are manufactured.

BID BOND

Bidder has submitted a 5% Bid Bond? Yes_____ No_____

INDEMNIFICATION

Bidder will indemnify and hold harmless the City of Evansville/Vanderburgh County in accordance with the provisions contained herein? Yes______ No______

WARRANTY

1. If Successful Bidder, bidder will provide required manuals? Yes_____ No_____

2. If Successful Bidder, bidder will provide required training? Yes_____ No_____

3. Manufacturer's warranty is in compliance with bid requirements? Yes_____ No_____

BID TABULATION FORM Traffic Paint – Thermoplastic Primer/Sealer BID-001-006-18

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

_____ (firm) submits the following bid/proposal:

ITEM /DESCRIPTION	Unit Cost		Quantity	Extended Total
TRAFFIC PAINT				
Fast Dry <u>Yellow</u> - 55 gallon drum		x	90 drums	\$
Fast Dry <u>White</u> - 55 gallon drum		x	60 drums	\$
Fast Dry <u>Handicap Blue</u> - 5 gallon bucket		x	10 buckets	\$
Standard Waterborne <u>Curk</u> - 5 gallon bucket	<u>Yellow</u>	x	10 buckets	\$
Standard Waterborne <u>Blac</u> - 5 gallon bucket	<u>k</u>	x	5 buckets	\$
Standard Waterborne <u>Con</u> - 5 gallon bucket	crete Grey	x	5 buckets	\$
OTHER ITEMS				
Thermoplastic Primer/Seal - 5 gallon bucket	ler 	x	10 buckets	\$
Thermoplastic Primer/Seal - 55 gallon drum	ler 	x	2 drums	\$
(Summarize bid item(s) and	d provide a total	bid cos	t)	
<u>Traffic Paint - Thermoplast</u> All Bid Items	ic Primer/Sealer			 DTAL BID COST ost X Desired Quantity)

DO NOT SUBSTITUTE THIS PAGE

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified may render such bid void as to that class or item. Bidder guarantees that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the City/County in which it is filed. A certified check or bond shall be filed with each bid, if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by the bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without an agreement, understanding or combination with any other person in reference to such bidding. Bidder 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.

AUTHORIZED SIGNATURE	DATE
NAME & TITLE (PLEASE PRINT)	TELEPHONE
COMPANY NAME	EMAIL
ADDRESS (STREET)	CITY, STATE, ZIP CODE
Subscribed and sworn to before me this	day of, 2018.
My Commission Expires:	County of Residence:
Notary Public Signature	Notary Public – Printed Name

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, 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, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, 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, 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 canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative	(please print)	Signed	
Vendor Name		Telephone	
Vendor Address		Date	

CITY OF EVANSVILLE – VANDERBURGH COUNTY, INDIANA

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS AND/OR EQUIPMENT

(Please type or print)

	Date:	
1.	Governmental Unit:	
2.	County:	
3.	Bidder (Firm):	
	Address:	
	City/State:	
4.	Telephone Number:	
5.	Agent of Bidder (if applicable):	
6.	Email of Agent:	

Pursuant to notices given, the undersigned offers and bid(s) to ______ (Governmental Unit) in accordance with the following attachments(s) which specify the class or item number of description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials/equipment included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

EVANSVILLE – VANDERBURGH CO. BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS AND/OR EQUIPMENT Page 2

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)) ss: _____COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder 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.

	Bidder (Firr	m)
	Signature c	of Bidder or Agent
Subscribed and sworn to before me this	day of	, 20
My Commission Expires:	Signature	
County of Residence:	Signature	
AC	CCEPTANCE	
There now being sufficient unobligated appro	_ (Governmental Unit)	hereby accepts the terms of the
attached bid for classes or items numbered undersigned bidder upon delivery the price quoted f		
Contracting Authority Members:	Date:	

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s):	т	Title:
Vendor/Bidder:		
STATE OF)) SS:	
)	
of, who having	g been duly sworn, a of	ounty and State, personally appeared,,,,,,,,, acknowledged and affirmed that they did sign said instrument as such officer or, and by authority granted by such entity, that the same is their free act and deed
WITNESS my hand and no	tarial seal this	_ day of, 20
My commission expires:		Notary Public