

Legal Notice

TOWN OF BRANFORD

INVITATION TO BID

Rubbish Collection from Public Town Receptacles

The Town of Branford intends to establish a contract with a company to collect and transport refuse and recycling from public trash and recycling receptacles within the Town of Branford to the Branford Transfer Station located at 747 East Main Street Branford, Connecticut. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town's website at www.branford-ct.gov.

Bids are to be submitted in a sealed envelope marked **Rubbish Collection from Public Town Receptacles** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street Branford, CT 06405 by 11:00 a.m. Wednesday November 15, 2023. No bids will be accepted after that date and time. Bids will be publicly opened on November 15, 2023 at 11:15 a.m. in the conference room located on the basement floor of Town Hall.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Tyechia Pettway
Purchasing Clerk

TOWN OF BRANFORD
OFFICE OF THE TREASURER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for **90** days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond *PLEASE REFER TO THE BID PRICING SHEET FOR THE BID BOND AMOUNT*****

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company will be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance Bond *NOT REQUIRED*****

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled “Bid Proposal”. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the “Non-Collusion Affidavit of Bidder” form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of “A”VIII-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Excess/Umbrella Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability ⁽¹⁾	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability ⁽²⁾	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000
Auto Insurance Liability Must have if contractor/vendor will be on Town Property		\$1,000,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder/Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

Town of Branford
Bid Specifications
Rubbish Collection from Public Town Receptacles
November 2023
Effective December 1, 2023

Bid Request Schedule:

Milestone	Date
Bid Request Issued	11/1/23
Question Submission Deadline	11/7/23
Answers to Questions Posted	11/9/23
Bids Due / Review Process Begins	11/15/23
Commence Contract	12/1/23

I. SCOPE OF SERVICES

The Town of Branford (Town) intends to establish a contract with a company (“the Contractor”) to collect and transport refuse and recycling (“Rubbish”) from public trash and recycling receptacles within the Town of Branford to the Branford Transfer Station (“Transfer Station) located at 747 East Main Street Branford, Connecticut. Currently at time of request for Bid, the total amount of public receptacles is approximately 36. There is no guarantee of quantities of material and receptacle amounts will fluctuate based on needs of locations. For bidding purposes, an estimated maximum amount of receptacles is 50.

II. RUBBISH COLLECTION AND LOCATIONS

1. Rubbish collection will take place town-wide, with primary receptacles located within Town Center District (~25), the Stony Creek area (~6) and Short Beach area (~5). The Town holds the right to add additional rubbish receptacles at public locations within town for servicing in which the Contractor will be given sufficient notice.
2. The Contractor shall service each receptacle by removing the container bag along with its contents. Any rubbish within the receptacle/receptacle housing not captured by the container bag must be picked up along with any rubbish within 5 feet of the receptacle at time of servicing and properly disposed of by the Contractor. The Contractor shall replace the removed container bag with a new one of the same dimensions and install one in each container serviced.
3. The Contractor is responsible for providing all bags for said containers and the Contractor should take this expense into account when bidding.
4. The Contractor is responsible for the consistent and adequate servicing of Town rubbish receptacles. All receptacles will require a minimum of once per week collection year round. In high trafficked areas, collection will be required up to 7 days per week, with expectation of daily servicing at most locations from May 1 through October 1 of each year. The Contractor shall service the Town Center area daily for the majority of the year. The Town has, at all times, the ability to increase pickup frequency in any location to up to 7 days per week.

III. HAULING OF COLLECTED MATERIAL

1. The material collected will be transported by the Contractor to the Town of Branford Transfer Station at 747 East Main Street

IV. LABOR AND EQUIPMENT

1. All vehicles and equipment must be appropriate for the work to be conducted, and compatible with site conditions. The Contractor must use suitable covered metal-body or wood body vehicles with no leaks while transporting yard waste and leaves. Such vehicles shall be of a size as not to obstruct the flow of traffic
2. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations concerning solid waste and its transportation as they may be amended from time to time. These include, but are not limited to, Chapter 213 of the Code of the Town of Branford, the Public Health Code of the State of Connecticut, and regulations of the Connecticut Departments of Transportation, Motor Vehicles, and Environmental Protection. The Contractor shall be responsible for any penalties arising out of failure to adhere to said laws, rules, and regulations
3. The Contractor is responsible for inspection of the sites including knowledge of low bridges, low wires, tight spaces, one-way streets, lack of space to turn around, parking constraints, dump heights at the Transfer Station, etc. No allowance will be made for vehicles or equipment unable to do the work required
4. The Town requires that these materials be collected no earlier than 5:30 a.m. unless modified by the Town after request by the Contractor and be complete, including any activities at the Transfer Station before 1:30 p.m. Monday - Friday, and 2:00 p.m. on Saturday. The time limit may be waived in emergencies, due to inclement weather, or on collection days following a holiday. Due to Transfer Station closures, rubbish collected on Sundays and/or holidays must be held by the contractor until the next day the transfer station is open. The town will attempt to provide feasible alternative disposal methods for Transfer Station closure days at the request of the Contractor.
5. It is the responsibility of the Contractor to provide sufficient vehicles and staff to finish collections within the appointed time, regardless of holidays, weather, or seasonal variations. The holiday schedule will be provided upon request.
6. The name of the Contractor, or Contractor's subcontractor, that will transport yard waste and leaves to the Transfer Station shall be permanently affixed (e.g. paint or decal, not magnetized sign) to the driver's-side door of each vehicle. Said name shall match the name of the company to which the vehicle is registered according to the Department of Motor Vehicles, and shall match the name of the Commercial Solid Waste Hauler as permitted with the Town of Branford.
7. All vehicles will be registered with the Town. The Contractor shall submit a complete list of vehicles to be employed in fulfilling this contract with their Bid submission. All vehicles are subject to the Town's approval
8. Tare weights shall be established by the Town for all trucks to be used by the Contractor or Contractor's subcontractor as part of this contract. All trucks shall weigh in upon arrival at the Transfer Station and out prior to leaving the Transfer Station. No special preference in queue should be expected by the Contractor. Tare weights shall be checked periodically at the Town's discretion.

9. The Contractor shall abide by all rules and regulations of the Transfer Station as they may be amended from time to time, including but not limited to such items as speed limits on site, other safety precautions, and appropriate behavior of personnel.

V. DURATION OF THE CONTRACT

1. The contract will commence on December 1, 2023 and will be for approximately 30 months until June 30, 2026. The Town reserves the right to extend the contract by up to two additional one (1) year extensions without requesting new Bids, upon the recommendation of the Solid Waste Management Commission (SWMC) and approval of the Board of Selectmen. The prices for the extensions should be given with this Bid.
2. In the case of an extension, the Town reserves the right to negotiate minor changes in procedures, insurance, or other terms upon mutual agreement of the Contractor and the Town. If no agreement can be reached, the Town retains the right to re-bid the Rubbish Collection from Town Receptacles contract to other contractors without penalty or civil recourse.

VI. PENALTIES AND LIQUIDATED DAMAGES

1. Any breach of this contract of insufficient nature to warrant forfeiture of the performance bond, or any breach of this contract where the Town chooses not to pursue the forfeiture of the performance bond or loss of contract, may, at the Town’s sole discretion, subject the Contractor to a reasonable deduction in compensation, not to exceed one hundred dollars (\$100.00) per complaint. A deduction of greater than fifty dollars (\$50.00) will generally only be issued for excessively-repeated or uncorrected offenses, or particularly egregious offenses. Most breaches will result only in a warning or an initial deduction of ten dollars (\$10.00).
2. Appeals of the decision of the Solid Waste Supervisor for any amount in excess of fifty dollars (\$50.00) may be brought before the Branford Solid Waste Management Commission, whose decision shall be final.

VII. INDEMNIFICATION AND INSURANCE

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed	\$2,000,000
	Operations Aggregate	
	-Include Waiver of Subrogation	

Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

VIII. GENERAL

1. Independent Contractor: The Contractor shall be an independent contractor and not an agent or representative of the Town of Branford and shall not be authorized to enter into any contracts or agreements nor make any representations regarding the Town without the prior written authorization of the Town. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between the parties, and the Contractor, or any respective officers, members, employees or agents of it, will not be deemed to be the agent, employee or representative of the Town.
2. Subcontracting of General Contract: No obligation of the Contractor under this contract may be subcontracted, in whole or in part, without the permission of the Solid Waste Management Commission and Branford Board of Selectmen issued at least thirty (30) days prior to the start of such subcontracting. This contract is not assignable. In the event that there shall be substantial change in ownership of the Contractor, the Town has the right to cancel the contract and to re-bid it, upon thirty (30) days' notice.
3. Modification: This Agreement contains the entire agreement between the parties, and no statement, provision, or inducement made by either the Contractor or an agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement and any Exhibit, if any, hereto shall be not modified, changed, altered, amended or cancelled in any way unless such modification, alteration, change, amendment or cancellation is agreed to in a writing signed by both parties. In this situation and for such valid reason that either party must terminate this

contract before its completion date, the party shall provide such notice no less than sixty (60) days in advance of the intended termination.

4. Waiver: No failure on the part of either party to exercise, and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.
5. Invalidity: In case any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such reformation is possible, then such provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.
6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement are legal, valid and binding execution and delivery for all purposes.
7. Governing Law: Any controversy or claim arising out of or relating to this Agreement shall be governed by the law of the State of Connecticut without regard to its conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the Connecticut courts, both state and federal.
8. Remedies: The rights and remedies of the parties to this Agreement are cumulative and not alternative.
9. Notices: All notices shall be in writing and delivered personally, by mail, return receipt requested, or by overnight courier, to the addresses of the parties set forth at the beginning of the Agreement to the attention of the undersigned. Any such notice shall be deemed given on the date delivered.
10. Costs and Attorney's Fees: All costs and expenses of the prevailing party in enforcing this agreement or for injuries and damages arising there from shall be carried by the other. Costs and expenses include but are not limited to filing fees, case serving fees, court fees, witness fees for experts, travel costs for experts, reasonable attorney's fees, stenographer's fees, marshal or sheriff's fees, costs of subpoenas, and the like.
11. Statement of Non-consumer: Neither party, one to other, shall be considered a consumer nor a merchant pursuant to any consumer or trade practices law or regulation, and the parties specifically agree that the application of any such laws or regulations to the terms and conditions herein is inappropriate.
12. Force Majeure: Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to Unforeseen Circumstances beyond its reasonable control or force majeure. Unforeseen circumstances and force majeure shall mean such event or condition that has an effect on the rights and obligations of the parties under the Agreement which is beyond the control of the party relying thereon and constitutes a justification for a delay or non-performance of an action required in this Agreement, including but not limited to i.) Acts of God, landslide, lighting, earthquake, tornado, hurricane, fire, explosion, tidal wave, blockage, sabotage, insurrection, riot or civil disturbance; ii.) Preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; or iii.)

Any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or federal governmental body.

13. “Whistleblower” Protection: If an officer or employee of the Contractor takes or threatens to take any personnel action against any employee in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of section 4-61dd of the Connecticut General Statutes, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense.

IX. COMPETENCY AND QUALIFICATIONS OF BIDDERS

1. Each Bidder shall be able to demonstrate similar experience to satisfy the needs of this contract, performed within the State of Connecticut.
2. All Bidders shall submit along with the Bid, a listing of recent comparable work performed within the State of Connecticut along with reference names and **current, accurate** phone numbers. Submission of such a listing constitutes permission for the Town to inquire of the entities so listed as to any matter or matters deemed by the Town, in its sole discretion, to be relevant to the awarding of the Bid.
3. All Bidders shall provide a list of what equipment is owned, leased, or currently available to them and that will be used in performance of the Contract.
4. All Bidders must become thoroughly familiar with all existing site conditions under which the work will be performed and are responsible for providing equipment and labor suitable to the performance of the work under these conditions. The Bidders will be responsible for any assumptions made regarding the sites or the work to be performed and for compatibility of their equipment with any and all site requirements.
5. Prior to the contract award the Successful Bidder must be registered as a permitted Branford Commercial Hauler, and for any existing permits all information must be updated, if requested. This permit process, which requires the posting of a \$2,000 bond and the submission of owner and vehicle information, is in addition to any other requirements of this contract. Applications and update forms are available through the Solid Waste Supervisor’s office.
6. If a sub-contractor is listed on the Bid sheet, there must be an accompanying description of what work would be performed by the sub-contractor, and under what circumstances. If the Contractor is not willing to do the work unless the sub-contractor is approved, that must also be stated. Additional information about sub-contractors must be available upon request.

X. ALTERNATIVES

1. Any alternatives to any contract provision must be separately listed and described in detail.
2. The Town reserves the sole right to determine the equality of alternative Bids.

XI. INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the “Bid Pricing” sheets included with these specifications. Each Bidder shall return two copies of each applicable “Bid Pricing” sheet. The years being bid will be based on the fiscal year schedule of the Town and will follow a July 1 to June 30 schedule for ease of accounting.
2. Each Bid must be signed by a duly authorized agent of the Bidder who shall also sign the Non-Collusion Affidavit of Bidder in *Exhibit A*.
3. If the Bidder is a corporation the Bidder shall enclose a corporate resolution which authorizes the signatory to sign on behalf of the corporation.
4. Bids shall be sealed and clearly marked on the outside of the envelope with the words “Rubbish Collection from Public Town Receptacles”.
5. Bids must be received at the Finance Office, Branford Town Hall, 1019 Main Street, Branford, Connecticut by **11:00 A.M. on November 15, 2023**. The mailing address is 1019 Main Street, Branford, CT 06405-0150.

XII. OPENING AND AWARDING OF BIDS

1. Bids will be opened publicly on **November 15, 2023 at 11:15 A.M.** in the Finance Office or other location designated by the Purchasing Clerk.
2. If there are no alternative Bids involved, the contract is expected to be awarded to the Successful Bidder by **December 1, 2023**, but Bid prices must be held valid for ninety (90) days.
3. The Board of Selectmen reserve the right to factor in items including but not limited to references, reputation for promptness of service, flexibility, and relevance of related experience in the determination of what constitutes the responsible Bidder. Bidders with unsatisfactory references regarding service, payment, or other operational or administrative functions may be rejected regardless of proposed price. The Town, in its sole discretion, will determine whether references are satisfactory or not.
4. The Board of Selectmen or a majority of them reserve the right to select or reject any and/or all Bids containing alternative Bids, to waive any informality in Bids, and to reject any and/or all Bids, or to accept such Bid as shall, in its judgment, be in the best interest of the Town of Branford.

QUESTIONS

Questions regarding this bid should be directed to the Town of Branford at the following e-mail address: Sustainability@Branford-CT.gov

Town of Branford

BID PRICING SHEET

1. The contractor hereby agrees to provide the Town of Branford with equipment and labor for the servicing of public Rubbish containers in accordance with Town Bid Specifications for the following sums. The years being bid will be based on the fiscal year schedule of the Town and will follow a July 1 to June 30 schedule for ease of accounting.(all sections must be completed):

Category	Base Bid Period			Yr. 1 Ext*	Yr. 2 Ext*
	Remainder of 2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Rubbish Collection from Public Town Receptacles					
Total For Base Period (sum of first 3 years) and Extension Years					

Base Period Bid (in words): _____

Company Name: _____

d/b/a Company Name: _____

Address: _____

City / State / ZIP: _____

Telephone Number: _____

Email Address: _____

Authorized Agent (print): _____

Authorized Agent (sign): _____

Title: _____

Date: _____

* Subject to optional one year contract extensions at the Town’s sole discretion

Bid Bond Required	YES	\$3,000
Bid Bond Enclosed (if required)	YES	
Performance Bond Required	NO	

Exhibit A

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

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

- 1) S/he is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires _____, 20____.