City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

INVITATION FOR

BIDS Bid No.: 7519

Due Date and Time: April 14, 2016 at 2:00 P.M.

Title: Itron Centron Remote Disconnect AMI Meter Bid for Norwich Public Utilities

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7519

Not to be opened until April 14, 2016 at 2:00 P.M.

Return Bids to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431

CITY OF NORWICH, CONNECTICUT

PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of Bid Documents

Bid No.: **7519**

Title: **Itron Centron Remote Disconnect AMI Meter Bid for NOrwich Public Utilities**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 03/23/2016

Date Documents Received: _____/_____/_____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

Company Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: **(860)823-3812**

E-mail: **whathaway@cityofnorwich.org**

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS BID

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Norwich, CT 06360

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INVITATION FOR BIDS

Bid No. 7519

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for SAND AND GRAVEL until 2:00 P.M. prevailing time on January 28, 2016, at which time they will be publicly opened and read aloud. All bids are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Bid surety in the form of cash, certified check or bid bond in the amount of five percent (5%) of the total bid is required at the time of bid.

Copies of the Bid Documents may be downloaded from the following websites:

http://www.norwichct.org
http://das.ct.gov

Questions regarding this bid must be submitted in writing to William R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org or by facsimile to (860)823-3706.

Norwich Public Utilities reserves the to accept or reject any and all bid responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgement, the best interests of Norwich Public Utilities will be served.

No Bidder may withdraw its bid within sixty (60) days of the bid opening date. Should there be reason why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City of Norwich and the designated, qualified low bidder.

All final awards of the bid shall be in compliance with City of Norwich Code of Ordinances §7-46 – Delinquent Tax Setoff Against Money Due Bidder or Contractor.

All bidders must submit an original and one (1) copy of their bid in a sealed envelope bearing the name and address of the bidder and the bid number.

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.

CITY OF NORWICH

INVITATION TO BID

Please quote the City of Norwich your prices for the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price and Total Price or your bid may be rejected.

Website: http://www.norwichct.org

The City of Norwich is exempt from the payment of Federal Excise taxes and the State of Connecticut Sales tax.

The City of Norwich reserves the right to reject in whole or in part any or all submitted bids.

The attached standard terms and conditions shall become a part of any resultant contract award.

Vendor Name: _____

Address: _____

City: _____ **State:** : _____ **Zip Code**: _____

Telephone: _____

THIS IS NOT A PURCHASE ORDER. Fill in and return to the address below.

ISSUED BY:	(RETURN BID TO THE ATTENTION OF)	BID NUMBER
City of Norwich, Connecticut	**William R. Hathaway**	**7519**
ADDRESS **100 Broadway, Room 105** **Norwich, CT 06360-4431**		DATE ISSUED **March 23, 2016** DATE AND TIME BID REQUIRED **April 14, 2016 at 2:00 P.M.**
DELIVERY ADDRESS As directed by Norwich Public Utilities (NPU)	TELEPHONE NUMBER **(860)823-3706**	DATE MATERIAL REQUIRED As requested by NPU

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
	Itron Centron Remote Disconnect Meters				
1.	Type: C2SXD, 240 Volts, Meter Class: 200, Meter Form: 2S, Lexan cover, with remote disconnect/ reconnect switch	EA	600		
2.	Type: CN2SXD, 120/208 Volts, Meter Class: 200, Meter Form: 12S, Lexan cover, with remote disconnect/reconnect switch	EA	100		
	Notes: All meters shall have Tantalus module factory installed, which corresponds to Itron Part Number 514073-009. These meters shall be compatible with The Norwich Public Utilities (NPU) AMI system. The meter vendor will incorporate the Tantalus module Into the meter. Tantalus meter modules will be				

NAME (SIGNED)	TITLE	TELEPHONE NO. & EXTENSION
NAME (PRINTED)	FEIN/SSN	DISCOUNT PAYMENT TERMS _____%, _____days, Net 30

CITY OF NORWICH

INVITATION TO BID

Please quote the City of Norwich your prices for the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price and Total Price or your bid may be rejected.

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The City of Norwich reserves the right to reject in whole or in part any or all submitted bids.

The attached standard terms and conditions shall become a part of any resultant contract award.

Vendor Name: _____

Address: _____

City: _____ **State:** : _____ **Zip Code**: _____

Telephone: _____

THIS IS NOT A PURCHASE ORDER. Fill in and return to the address below.

ISSUED BY:	(RETURN BID TO THE ATTENTION OF)	BID NUMBER
City of Norwich, Connecticut	**William R. Hathaway**	**7519**
ADDRESS **100 Broadway, Room 105** **Norwich, CT 06360-4431**		DATE ISSUED **March 23, 2016** DATE AND TIME BID REQUIRED **April 14, 2016 at 2:00 P.M.**
DELIVERY ADDRESS As directed by Norwich Public Utilities (NPU)	TELEPHONE NUMBER **(860)823-3706**	DATE MATERIAL REQUIRED As requested by NPU

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	shipped from Tantalus to the Itron factory for Integration into the meter. Meter part number to be supplied by Itron. Tantalus modules will be installed at the Itron factory. Tantalus file will be sent by Itron to oem.file@tantalus.com "Customer_meter_serial_ number" field must not include the AEP prefix when sent. NPU will provide the Customer Number for the first meter ordered. The approved Itron vendor will then provide consecutive numbers on all consecutive meter orders. The specification for the meter nameplates will be finalized the bid is awarded and before the first order for meters is placed.				

NAME (SIGNED)	TITLE	TELEPHONE NO. & EXTENSION
NAME (PRINTED)	FEIN/SSN	DISCOUNT PAYMENT TERMS _____%, _____days, Net 30

CITY OF NORWICH

INVITATION TO BID

Please quote the City of Norwich your prices for the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price and Total Price or your bid may be rejected.

Website: http://www.norwichct.org

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The City of Norwich reserves the right to reject in whole or in part any or all submitted bids.

The attached standard terms and conditions shall become a part of any resultant contract award.

Vendor Name: _____

Address: _____

City: _____ **State:** : _____ **Zip Code**: _____

Telephone: _____

THIS IS NOT A PURCHASE ORDER. Fill in and return to the address below.

ISSUED BY:	(RETURN BID TO THE ATTENTION OF)	BID NUMBER
City of Norwich, Connecticut	**William R. Hathaway**	**7519**
ADDRESS **100 Broadway, Room 105** **Norwich, CT 06360-4431**		DATE ISSUED **March 23, 2016** DATE AND TIME BID REQUIRED **April 14, 2016 at 2:00 P.M.**
DELIVERY ADDRESS As directed by Norwich Public Utilities (NPU)	TELEPHONE NUMBER **(860)823-3706**	DATE MATERIAL REQUIRED As requested by NPU

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	This bid is for one (1) year from the date of award, but may be extended for up to two (2) additional one (1) year periods at the sole discretion of NPU. All extensions will be at terms mutually agreed to by both parties. Please be advised that the quantities are estimates of NPU's needs for the current phase of the NPU AMI implementation and are not commitments to purchase. NPU reserves the right to accept or reject any and all bid responses, in whole or in part, to waive technical defects, irregularities and omissions, to make multiple awards and to award to other than the low bidder if, in its judgment, the best interests of NPU will be served.				

NAME (SIGNED)	TITLE	TELEPHONE NO. & EXTENSION
NAME (PRINTED)	FEIN/SSN	DISCOUNT PAYMENT TERMS _____%, _____days, Net 30

City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

http://www.norwichct.org

Standard Bid and Contract Terms and Conditions

All Requests for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.

2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.

4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
http://www.norwichct.org
http://das.ct.gov

5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.

8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.

9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

12. By its submission the Bidders represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be

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Standard Bid and Contract Terms and Conditions

affixed over the signature; ***Firm or Partnership*** - must be signed by all the partners and indicate they are "doing business as"; ***Individual*** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:
Bodily Injury and Property Damage: $1,000,000 each occurrence; $2,000,000 aggregate
Products or Completed Operations: $1,000,000 each occurrence; $2,000,000 aggregate
Professional Liability (Errors and Omissions): $2,000,000 each occurrence
Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): $1,000,000 combined single limit for each accident
Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.
Umbrella/Excess Liability: $2,000,000 each occurrence; $2,000,000 aggregate.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies.

Thirty (3) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Bid samples do not supersede Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Contract

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

20. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

21. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.

22. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

23. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.

24. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor

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Standard Bid and Contract Terms and Conditions

address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

25. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

26. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.

27. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.

28. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

29. In accordance with §7-46 of the City of Norwich Code of Ordinances, charges against a Contractor shall be deducted from current obligations. Money paid to the City by the Contractor shall be payable to the Treasurer, City of Norwich.

Saving Clause

30. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

31. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

32. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

33. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

34. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

35. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____of _____ (hereinafter called the Principal) as Principal,

and _____ a corporation organized and existing under the laws of the State of

_____ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), are held and firmly bound unto the City of Norwich as Owner, in the penal sum of _____ _____ in lawful money of the United States of America, for the payment of which sum, well and truly made to the Owner, we bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by these presents has herewith submitted a bid for the for the contract for the _____ project, bids for which are scheduled to be opened on _____

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has herewith submitted a bid for the contract for the above referenced project

NOW, THEREFORE, if the following conditions are satisfied, this obligation shall become void:

- **a)** the Principal shall not withdraw its bid within _____ days after the bid opening of the same without the consent of the Owner, and
- **b)** the Owner shall award said project to the Principal in writing, and
- **c)** the Principal shall, as required by the Owner pursuant to the bid specifications for the project, execute a contract in writing for the project within the time specified by the Owner, after being notified by the Owner in writing of the award, including all submissions relating to that contract execution as may be required by the bid specifications, to be submitted to the Owner prior to contract execution, and
- **d)** the Principal shall deliver such surety bond as shall be acceptable to the Owner for the performance of the work according to said written agreement (contract), and shall in all other respects perform the agreement created by the acceptance of said bid.

Otherwise, the Principal and Surety hereto agree to pay unto the Owner the difference between the amount of the bid of said Principal, submitted herewith, and the amount for which the Owner may contract with another party to perform the work covered by the said bid of the Principal.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for contract execution that the Principal and Owner may agree to, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than _____ calendar days in addition to the original _____ days allowed for expiration of this bid bond.

IN TESTIMONY WHEREOF, the said Principal and Surety have caused this bond to be signed by their duly-authorized representatives and have caused their names and corporate seals to be affixed on this form on the respective dates of their signatures.

Surety	**Principal**
_____	_____
Print Surety Name	Print Name
_____	_____
Agent's signature and date. **Enclose a valid Power of Attorney**	Signature of Authorized Representative and date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

(1) He/she is (owner, partner, officer, representative or agent) of _____, the Vendor that has submitted the attached proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such proposal;

(3) Such proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said Vendor nor any of its officers, partners, owners, 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 vendor, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing 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 vendor, firm or person to fix the price or prices in the attached proposal or of any other vendor, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

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

(Signed) _____

_____
(Title)

Subscribed and sworn to before me
this _____ day of _____ 20 ___.

_____

_____
(Title)
My Commission expires _____ , 20 ___.