

<b>INVITATION TO BID</b>
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Issued By:  
MAZE DESIGN, INC.  
124 South 8th Street  
Richmond, Indiana 47374  
(765) 962-1300

1. You are invited to bid on a Prime Contract for the following project:

Fayette County Highway Garage  
1931 Indiana 121  
Connersville, IN, 47331  
PROJECT 1371-1

2. Bids will be received for Single Prime combined bid Contract consisting of General Construction, Plumbing, Heating Ventilating and Air Conditioning Construction and Electrical Construction.
3. Fayette County Commissioners will receive Bids until **10:00 AM on Tuesday, September 23rd, 2014**, at the Courthouse, 401 Central Ave, Connersville, Indiana 47331. Bids will be opened publicly and read aloud immediately after specified closing time. All interested parties are invited to attend. Bids received after the specified closing time will be logged in with time of receipt, opened, read aloud, and forwarded for appropriate action by the Board, with full reservation of the Board to reject any or all Bids due to the lateness.
4. A pre-bid conference will be held at the project site. Fayette County Highway Garage, 1931 Indiana 121, Connersville, IN, 47331 on **Monday September 15th, 2014, at 2:00 p.m.** Bidders are required to attend.
5. Bidding Documents may be examined at the Engineer's office and at:

Maze Design, Inc.  
124 South 8th Street  
Richmond, Indiana 47374

6. Bidding Documents may be obtained at Eastern Engineering Plan Room by Prime Bidders with depositing a check in the amount of \$150.00 per set, payable to the Engineer. Deposits will be

refunded if documents are returned in accordance with the Instructions to Bidders. Maximum 2 sets.

7. The Contract for work under these bids will obligate the Contractor and Subcontractors not to discriminate in employment practices. The Contract will also require the Contractor to complete at least twenty-five percent (25%) of the labor portion of his Contract with his own organization exclusive of supervision.
8. Bid security in the amount of five percent (5%) of the bid, must accompany each Bid in accordance with the Instructions to Bidders.
9. Guaranty Bonds in the form of a Performance Bond and a Labor and Material Payment Bond, in an amount equal to one hundred percent (100%) of the Contract Sum, will be required.
10. These Projects are subject to the Indiana State Common Construction Wage Law I.C.5-16-7. All Bids shall be based on established common wage rates.

11. **SUBMISSION OF BIDS**

The Bid, bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party indicated below and shall be identified with the Project name, division of work and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Fayette County Commissioners  
 Connersville, IN 47331  
 401 Central Ave.  
 Connersville, IN 47331

Fayette County Commissioners

By: Barton, Barker	President
Zane Badore	Vice President
Frank Jackson	

## INSTRUCTIONS TO BIDDERS

ARTICLE 1  
DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement and Invitation to Bid, Instructions to Bidders, the bid forms, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions, of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2  
BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.3 Bidders are requested to visit the site, compare the drawings and specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit the site will in no way relieve the successful bidder from necessity of furnishing any materials or performing any work that may be required to complete work in accordance with drawings without additional cost to Owner.

2.1.4 By submitting a Bid, the Bidder agrees that he has examined the site, the Specifications and Drawings, all other bidding documents and, where the specifications require, a given result to be produced in any part of the work, that the specifications and drawings are adequate and the required result can be produced under the specifications and drawings.

2.1.5 No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper drawings and specifications.

2.1.6 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.2 PRE-BID CONFERENCE

2.2.1 A pre-bid conference will be held at the project site. Fayette County Highway Garage, 1931 Indiana 121, Connersville, IN, 47331 on **Monday September 15th, 2014, at 2:00 p.m.** Bidders are required to attend.

ARTICLE 3  
BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Engineer's office by depositing the sum stated in the Advertisement or Invitation to Bid. The deposit will be refunded

to Prime Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered.

3.2.2 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitutions will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least seven days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 Substitutions will be considered after the Contract award when request for approval is submitted in accordance with Section 01631, Product Substitutions.

#### 3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURE

#### 4.1 FORM AND STYLE OF BIDS

4.1.1 Bids must be submitted on Indiana State Form No. 96 (Revised 2005), as prescribed by the State Board of Accounts of Indiana with the non-collusion affidavit signed and sealed.

This Form may be obtained on the internet at

**<http://www.in.gov/sboa/files/Form96.pdf>**.

A separate financial statement is required by Indiana State Form No. 96. In addition to State Form No. 96, Bidders must also submit Bid Form 96 Supplement which is included with the Bidding Documents. In the space provided for the Bid amount on State Form No. 96, enter the following; "SEE BID FORM 96 SUPPLEMENT." Bidders are to provide Bid amounts on Bid Form 96 Supplement.

4.1.2 All blanks on the bid form shall be filled in by typewriter, computer, or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. 4.1.5 Materials supplied for this project are exempt from Indiana state sales tax.

4.1.6 All Bids submitted shall be based on the established minimum wage rates included with the Bidding Documents.

4.1.7 All respective Alternates shall be bid. If no change in the

Base Bid is required, indicate no change.

4.1.8 Each Bid shall include the legal name of the Bidder and be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### 4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Bid security shall be a satisfactory bid bond, certified check or bank draft for the amount of five percent of the Bid, including all add alternates. If a bid bond is used, it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

#### 4.3 SUBMISSION OF BIDS

4.3.1 The Bid, bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party indicated below and shall be identified with the Project name, division of work and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Barton Barker  
Fayette County Commissioners  
401 Central Ave  
Connersville, IN 47331

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the specified closing time will be logged in with time of receipt, opened, read aloud, and forwarded for appropriate action by the

Board, with full reservation of the Board to reject any or all Bids due to the lateness.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

#### 4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be withdrawn or canceled by the Bidder for a period of sixty (60) days following the time and date designated for the receipt of Bids and each Bidder so agrees in submitting a Bid.

4.4.2 Bids may be withdrawn prior to the time and date designated for receipt of Bids. Withdrawn Bids may not be resubmitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### 5.1 OPENING OF BIDS

5.1.1 Bids received on time will be opened publicly and will be read aloud. All interested parties are invited to attend.

#### 5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

#### 5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### ARTICLE 6 ADDITIONAL-BID INFORMATION

### ARTICLE 6 ADDITIONAL BID INFORMATION



## 6.1 Submittals

**6.1.1 All bidders shall complete and submit in duplicate, the subcontractors and material list included with the bidding documents with the bid.**

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 Performance and payment bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder will be required. Bonds may be secured through the Bidder's usual sources. Bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2 The Bidder shall deliver the required bonds to the Owner prior to or with the submission of the executed Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Paragraph 7.2.

7.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

7.4 Bonds shall remain in full force and effect for a period of one year after the date of final acceptance of the Work.

## ARTICLE 8 PERMITS

8.1 The Contractors shall obtain all building and other permits and inspection by governing agencies.

## ARTICLE 9 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### 9.1 FORM TO BE USED

9.1.1 The Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

## ARTICLE 10 CONTRACTOR'S INSURANCE

10.1 Insurance requirements are specified in the General and Supplementary Conditions.

ARTICLE 11  
OPEN COMPETITION

11.1 Where in these specifications, certain materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of the limiting of competition. Other materials may be used, by following the procedures outlined in Section 1 of these specifications.

ARTICLE 12  
EQUAL EMPLOYMENT OPPORTUNITY

12.1 Contractors and all agencies supplying manpower (Union or Non-Union) are hereby notified and require the successful contractors to assume the obligation to take whatever affirmative actions are necessary to assure equal employment opportunity in all aspects of employment, irrespective of race, color, religion, national origin, or sex. It is expected that the Contractors will carry out that part of their Contracts pertaining to equal employment opportunity with the same amount of thought and action as they will any other part of the Contracts.

END OF SECTION

**BID FORM 96 SUPPLEMENT**

BID TO:  
Fayette County Commissioners  
401 Central Ave.  
Connersville, IN 47331

BID FROM: \_\_\_\_\_  
Address \_\_\_\_\_  
City / State \_\_\_\_\_  
Telephone No. \_\_\_\_\_

BID FOR:  
Fayette County Highway Garage  
1931 Indiana 121  
Connersville, IN, 47331  
PROJECT 1371-1

The Undersigned, having visited the site of proposed construction of this project, and having familiarized himself with local conditions affecting the cost of the Work and with all requirements of the Contract Documents and Addenda thereto as prepared by Maze Design, Inc., hereby offers to furnish all labor and materials required by the Contract Documents and Addenda thereto for the completion of the Contracts below for which an amount is provided:

**BID SCHEDULE**

Single Prime Contract Bid \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Alternates**

The Undersigned will include the following Alternates as described in Section 01030 for the following amounts:

Alternate No. 1: Deduct \$ \_\_\_\_\_ (Prime Contractor)  
Delete 150' Open Area #114 see alternate specifications.

Alternate No. 2: Deduct \$ \_\_\_\_\_ (Prime Contractor)  
Delete 150' Open Area #114 and 25' Shop Area #112  
See alternate specifications.

Alternate No. 3: Deduct \$ \_\_\_\_\_ (Prime Contractor)  
Delete 150' Open Area #114 and 50' Shop Area #112  
See alternate specifications.

Alternate No. 4: Cost to Extend Foundations:  
Cost to extend one (1) foundation if required by Engineer.

From (97'-0") to (96'-0") Add \$ \_\_\_\_\_

From (96'-0") to (95'-0") Add \$ \_\_\_\_\_

From (95'-0") to (94'-0") Add \$ \_\_\_\_\_

From (94'-0") to (93'-0") Add \$ \_\_\_\_\_

From (93'-0") to (92'-0") Add \$ \_\_\_\_\_

From (92'-0") to (91'-0") Add \$ \_\_\_\_\_

From (91'-0") to (90'-0") Add \$ \_\_\_\_\_

From (90'-0") to (89'-0") Add \$ \_\_\_\_\_

*If more than one foundation needs extend then this cost will be multiplied by the number of foundations determined during construction. The cost above will be added together if a foundation needs extend more than one foot.*

**ADDENDA RECEIVED**

Receipt of Addendum Nos. \_\_\_\_\_, is hereby acknowledged.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the

Undersigned within 60 days after the date for opening of Bids or any time thereafter before this Bid is withdrawn, the Undersigned will, execute the required Agreement and furnish Performance and Payment Bonds in accordance with the Contract Documents and Bid as accepted.

If Bidder is an individual complete the blanks in the following box.

<p>IN TESTIMONY WHEREOF, the Bidder (an individual) has hereunto set his hand this _____ day of _____ 20____.</p> <p>Individual _____</p>
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If Bidder is a partnership complete the blanks in the following box.

<p>IN TESTIMONY WHEREOF, the Bidder (a Partnership) have hereunto set their hands this _____ day of _____ 20____.</p> <p>Name of Partnership _____</p> <p>Name of Partners _____</p> <p>_____</p>
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If Bidder is a Corporation complete the blanks in the following box.

<p>IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this Bid to be signed by its President and Secretary and affixed its Corporate Seal this _____ day of _____ 20____.</p> <p>Name of Corporation _____</p> <p>President _____</p> <p>Secretary _____</p> <p style="text-align: right;">(Seal)</p>
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# CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

## PART I

(To be completed for all bids. Please type or print)

Date: \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date: \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- 1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner

- 2. What public works projects are now in process of construction by your organization?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner



3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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 him, 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 include 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.

He 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.

SECTION V OATH AND AFFIRMATION

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Name of Organization)

By \_\_\_\_\_

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) ss

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**FOR  
PUBLIC WORKS PROJECTS  
OF**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

