



## REQUEST FOR PROPOSAL

**Recreation Department Concessions Food & Supplies  
For FY2019 and FY2020**

**BID NO. 962-0507-19A**

**BID DUE DATE: Tuesday May 7, 2019 at 11:00 am**



## **I. GENERAL CONDITIONS**

**1. General Bid Information** - Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Bids shall be written in ink, computer generated, or typewritten. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected, altered, or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

***It is the vendor's/contractor's responsibility to check the City of Antioch website ([Bid Documents](#)), for any addenda that may have been issued prior to the bid/proposal due date.***

**2. Form of Bid** - The bid shall be made on the attached bid form. If the form is deemed inadequate, additional information may be submitted with the bid, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.

**3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a written request to the Parks and Recreation Department by 11am on Thursday May 2, 2019 for an interpretation thereof **prior** to the bid opening to the attention of Justin Pitcher [jpitcher@ci.antioch.ca.us](mailto:jpitcher@ci.antioch.ca.us). The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, ([Bid Documents](#)), and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

**4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the vendor's/contractor's responsibility to check the City of Antioch website ([Bid Documents](#)), for any addenda that may have been issued prior to the bid/proposal due date.

**5. Withdrawal of Bid** A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

**6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.

**7. No Bid** - If a bid is submitted without an amount, it will not be considered. If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders' list.

**8. Award or Rejection** - The bid will be awarded to the lowest responsive bidder offering the best value to the City. Best value is based on all factors, including; cost (unit prices and total prices), contractors ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience, and efficiency of the contractor; quality of the contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts, and services, if applicable.

The City reserves the right to award the contract in whole to one bidder or to award the bid line by line and split the contract amongst the bidders, whichever is in the best interest of the City considering the administrative costs to the City for issuing and administering multiple contracts. The City reserves the right to reject any or all bids, or to waive



any minor irregularities or informalities in the bid. The City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered from City.

**9. Terms and Conditions** - The successful bidder must comply with the City's insurance requirements as set forth in this document. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

**10. Independent Contractor**-The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.

**11. Brand names** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.

**12. Indemnification**- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

**13. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms of the City of Antioch are Net 30 days. All invoices must include the Purchase Order number, job code and explanation of Services/Goods. The City shall make no payment until work has been inspected and approved by the City. The payment is contingent upon receiving proper invoice and delivery of the goods and/or services.

**14. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

**15. Approved Equals** – Brand names and numbers, when used, are for reference to indicate the character or quality desired. The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be at the City's sole discretion.

**16. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes (9.25%).

**17. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder; (2) number of bid; and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request, be returned at bidder's expense unless retained by the City for future comparison.



**18. Inspection** - All goods rendered shall be subject to the inspection of the City, and unsuitable goods may be rejected. Defective goods shall be made good by the vendor/contractor in a manner satisfactory to the City. The City shall make no payment until goods have been inspected and approved by the City.

**19. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received there under by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**20. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall meet the following requirements or any manufacturer's or standard industry warranty whichever provides the greatest protection to the City:

- a. Meet all conditions of the Agreement;
- b. Shall be free from all defects in design, material and workmanship; and
- c. Shall be fit for the purposes intended.

Vendor/Contractor shall be solely responsible for the correction of those defects.

**21. Timely Delivery** – If indicated in the bid form, bidder shall state the time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by City. Time of delivery may be a consideration in the award of the contract.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor/contractor.

**22. Liquidated Damages**- If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in furnishing the contract.

**23. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the vendor/contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**24. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate the contract for convenience in whole or in part, at any time. The City shall pay the vendor/contractor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion,



and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor/contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**25. Fiscal Year** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**26. Business License** – The City of Antioch requires that any vendor/contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor/contractor) or services provided. If required, the awarding vendor/contractor must contact the Finance Department, at (925) 779-7059 for more information or a [Business License application](#).

**27. Nondiscrimination and Equal Opportunity** – Contractor shall not discriminate on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or goods provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator for this Agreement.

**28. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

**29. Right to Audit.** The City of Antioch reserves the right to verify, by examination of vendor’s/contractor’s records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**30. Assignment.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**31. Prevailing Wages.** Where labor is required for public work as part of this contract pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers compensation and prevailing wages.



## **II. INSTRUCTIONS AND CONDITIONS**

### **PREPARATION OF BIDS:**

- Each bid must be submitted on the enclosed bid form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten or computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor/contractor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids will be accepted in any format.

**BID SUBMISSION:** The Parks and Recreation Department of the City of Antioch, California, will receive at its office located at Antioch Community Center, Front Desk, **Tuesday, May 7, 2018 at 11:00 am, bid responses for City of Antioch Bid No. 962-0507-19A.**

**Questions** relating to this bid should be submitted via email [jpitcher@ci.antioch.ca.us](mailto:jpitcher@ci.antioch.ca.us)

**Payment:** Invoices must be mailed to City of Antioch, PO Box 5007, Attention Justin Pitcher, Antioch, CA 94531-5007.



**III. CONTRACTOR'S INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. General Liability (including operations, products, and completed operations	\$2,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability	\$1,000,000	Per accident for bodily injury and property damage.
3. Workers' Compensation		As required by the State of California.
4. Employer's Liability	\$1,000,000	Per accident for bodily injury or disease

If the contractor maintains higher limits than the minimums shown above, the entity shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability



arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor’s insurance policy, or as a separate owner’s policy.

- 2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day’s prior written notice has been provided to the City.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable by entity.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**IV. APPEALS AND REMEDIES**

Any actual or prospective bidder, service provider, or contractor that has a grievance in connection with any City solicitation or award of contract shall proceed pursuant to Chapter 4 of Title 3 of the Antioch Municipal Code.





**RETURN THE FOLLOWING PAGES WITH YOUR BID**

**V. DETAILED SPECIFICATIONS- Bid No. 962-0507-19A Tuesday, May 7, 2019 at 11:00 am.**

The City of Antioch is requesting pricing for various food and supplies for the concession stands at the Antioch Water Park and WorthShaw sports complex for the FY2019 and FY2020 seasons. The Water Park season runs Memorial Day through Labor Day and the WorthShaw sports complex season runs February through November weather permitting.

Deliveries are to be made, but not limited to, two times per week. All deliveries shall be on time. If deliveries are delayed more than 24 hours, and three times during the season, this shall be cause for termination of this contract. Please note if you have access to same day delivery.

Delivery of all products (meat, produce, dairy, etc.) to be received in compliance with federal, state, and local health laws.

The City will accept submittals for alternate food items in addition to items listed.

Upon approval by both parties, the contract may be extended for up to two additional years on a year by year basis.

Vendor shall provide access to a reliable online ordering platform and shall provide trial access to the site with the bid.

The budget for this expenditure is approximately \$22,000.

**Terms and Conditions**

The successful bidder must comply with the City's insurance requirements as set forth in this document and terms of any purchase order or Agreement issued by the City.

**Hours of Operation**

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings. City shall provide contractor with a list of City Holidays no later than the beginning of each calendar year.

**Scope of Work**

The City of Antioch is requesting a bid for **Recreation Department Concessions Food and Supplies for FY 2019 and FY 2020**



**RETURN THE FOLLOWING PAGES WITH YOUR BID**

**VI Bid Work Sheet - Bid No. 650-0507-19A - Due Tuesday, May 07, 2019 at 11:00 a.m.**

To The City of Antioch:

In compliance with the annexed notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to provide goods and services as herein described in accordance with all terms of the bid document and City Purchase Order and City Agreement as applicable, at the bid prices.

All prices shall be F.O.B. Jobsite, Antioch, California, and shall include any and all applicable taxes. The current sales tax rate for the City of Antioch is 8.75%.

All questions regarding this request for proposal must be emailed to [jpitcher@ci.antioch.ca.us](mailto:jpitcher@ci.antioch.ca.us).



**RETURN THE FOLLOWING PAGES WITH YOUR BID**

**Bidder's Information**

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders.

Does proposed bid conform to all requirements listed in this document? \_\_\_\_\_

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days)\_\_\_\_\_

Company Name\_\_\_\_\_

Contact Name\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Telephone\_\_\_\_\_ FAX\_\_\_\_\_

Email Address\_\_\_\_\_

Contractor's License No.\_\_\_\_\_ Exp. Date\_\_\_\_\_

City of Antioch Business License No.\_\_\_\_\_ Exp. Date\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Send via mail (sealed) to:  
City of Antioch  
**Bid No. 962-0507-19A**  
Antioch Community Center  
4703 Lone Tree Way  
Antioch, CA 94531

or

Deliver via courier (sealed) to:  
City of Antioch  
**Bid No. 962-0507-19A**  
Antioch Community Center  
4703 Lone Tree Way  
Antioch, CA 94531



## Official Bid Form

Product Description	Qty. Per Unit	Unit of Measure	Price Per Unit
Potato, French-fry 3/8" Extra-long frozen garlic flavor raw			
Potato, French-fry 5/6" straight-cut line flow grade A frozen			
Chicken, Nugget Breaded .69 oz. raw			
Bun, sliced plain hot dog 6" frozen			
Corn Dog, turkey child-nutrition frozen with stick			
Pepper, jalapeno nacho sliced			
Chip, tortilla corn white triangle			
Shortening, frying vegetable liquid clear trans-fat-free foodservice			
Sauce, Ortega Chili shelf stable in pouch			
Sauce, Ortega nacho cheese shelf stable pouch			
Ketchup, tomato foil packets shelf stable			
Relish, foil packets shelf stable			
Mustard, yellow mild foil packet shelf stable			
Ketchup, tomato dispensing pouch shelf stable			
Mustard, yellow mild dispensing pouch shelf stable			
Chips, Potato bbq lays 1.5 oz.			
Chips, Potato regular lays 1.5 oz.			
Chips, Tortilla Cool Ranch 1.75 oz.			
Chips, Tortilla Nacho Cheese 1.75 oz.			
Chips, Cheetos Regular 2.1 oz.			
Chips, Cheetos Flaming Hot 2.0 oz.			
Ice Cream Bar, fudge			
Ice Cream Bar, heath bar			
Ice Cream Bar, Strawberry Shortcake			
Ice Cream Sandwich, Chocolate Cookie (Toll House)			
Ice Cream Cup, Lemonade			
Ice Cream Cup, Chocolate Malt			
Tray, carry out 5.5X9X2.25 paper natural			
Carton, paper French-fry 4X3.5X1.25			
Hairnets, 28" black lightweight			
Cleaner, fryer boil out Mr. Muscle			
Grill brick, wrapped 4X3.5X8			
Forks, heavy-duty plastic polypropylene			
Spoons, tea heavy duty plastic polypropylene			
Hot Dog, all-beef roller drill 8:1 6" frozen			
Tray, nacho plastic large 8X6.25X1.5 clear 2 compartment			
Straw, jumbo 7.75" translucent wrapped plastic			



<b>Product Description</b>	<b>Qty. Per Unit</b>	<b>Unit of Measure</b>	<b>Price Per Unit</b>
Cup, 2 oz. Soufflé portion translucent plastic			
Lid, 2 oz. Soufflé portion translucent plastic			
Candy, Snickers			
Candy, Twix			
Candy, Starburst			
Candy, Skittles			
Candy, M&M			
Candy, M&M Peanut			
Candy, Milky Way			
Candy, Ring Pop			
Candy, Red Rope			
Churro , 10", Cinnamon Sugar			
Pretzel, original, with salt			



**THIS PAGE MUST BE NOTARIZED AND RETURNED WITH YOUR BID**

**NON COLLUSION AFFIDAVIT**

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Subscribed and sworn to before me by:**

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

**Notary Public**

**Bidder's Initials** \_\_\_\_\_

**THIS PAGE MUST BE RETURNED NOTARIZED WITH BID.**