



Purchasing Office

REQUEST FOR PROPOSAL (RFP)

- RFP Number:** **21014 General Contractor for New School of Law Building**
The above Request for Proposal Number has been assigned to this Request and must be shown on all correspondence or other documents associated with this Request and must be referred to in all verbal communications. All inquiries, written or verbal, unless otherwise specified herein, shall be directed to the Purchasing Office only.
- Purpose:** This document constitutes a request from Washburn University for competitive proposals from qualified general Contractors in accordance with the terms, conditions, requirements and instructions stated herein.
- Buyer:** Eileen Phillips, Senior Buyer | PH: 785-670-2338 | Eileen.phillips@washburn.edu
- Issue Date:** **5 February 2021**
- Closing Date:** Proposals must be received by 2:00 p.m., local time, 8 March 2021. Proposals in electronic format must be received by the date, time, and place stated herein in order to be considered.
- Schedule:** The following is the anticipated schedule:
- | | |
|--|--|
| 1) Issue Request for Proposal: | Friday, 5 Feb 2021 |
| 2) Virtual Pre-proposal Conference: | Thursday, 11 Feb 2021 at 10am local time |
| 3) Deadline for Written Questions: | Friday, 19 Feb 2021 at 2pm local time |
| 4) Request for Proposal Closing Date: | Monday, 8 Mar 2021 at 2 pm local |
| 5) Recommendation to WUBOR for Contract Award: | Thursday, 25 Mar 2021 |
- Pre-proposal:** WU will hold a **Virtual** Pre-Proposal Conference at 10:00 am at the following link: for all interested Vendors for the purpose of addressing the scope of services.
<https://washburn.zoom.us/j/91702250124?pwd=c3FBYlRPTXVrWVpvRnhFalgxMzdXdz09&from=addon> Meeting ID: 917 0225 0124 Passcode: 735811 Dial 312-626-6799 (CHI); 346-248-7799 (HOU); 669-900-6833 (SJC); 253-215-8782 (TAC) or 646-558-8656 (NYC).
- Questions Deadline:** Offerors are encouraged to submit written questions and requests for clarification by the deadline listed above. They must be sent via Email to the purchasing@washburn.edu by close of business.
- All pre-proposal or submitted questions will receive an official written response from Washburn University and will become addendums to the RFP. *The only official position of Washburn is that which is stated in writing and issued in the RFP as addendums thereto, no other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.*

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a proposal. Inquiries about this Request should indicate the RFP number and be directed to the Purchasing Office.

Table of Contents

SECTION	ITEM	Page
1.0	Instructions for Submitting a Proposal	3
2.0	Terms and Conditions	6
3.0	Scope of Work	11
4.0	Proposal Pricing.....	12
5.0	Submittal Forms	13
	Vendor Response Checklist	
	Signature Sheet	
	Tax Clearance Instructions	
	Reference Sheet	
	Subcontractor List	

SECTION 1.0
INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1.1 **Submittals:** Proposals shall consist electronic copy attached to submission email, including supporting documents, sent to Washburn University Purchasing Office, purchasing@washburn.edu. Vendor's proposal shall be received by the closing date and time listed on the cover sheet. The Vendor Response Checklist lists all of the required documentation.

Alternate Bids (If Applicable) Each Bidder shall bid all alternates included in the Bid Proposal Form except, should he desire not to bid an alternate, he may insert the words "no bid" in the space provided for prices for such alternate. However, when a Bidder writes "no bid" for one or more alternates, he thereby waives any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or change contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is left blank, the blank space shall mean no bid. All amounts shall be clearly marked to indicate whether Alternate Price is an "ADD" or a "DEDUCT" price from the BASE BID Price. If neither is indicated, then "ADD" shall be implied.

1.2 **Signature of Proposals:** Each proposal shall include Signature Sheet, of the Request for Proposal.

1.3 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

1.4 **Modification of Proposals:** A vendor may modify a proposal by email at any time prior to the closing date and time for receipt of proposals.

1.5 **Withdrawal of Proposals:** A proposal may be withdrawn by email from the vendor to the Purchasing Office at Washburn University prior to the closing date. Unless otherwise provided in any supplement to these Instructions, no Bidder shall modify, withdraw, or cancel a bid or any part thereof for ninety (90) days after the opening time of bids.

1.6 **Proposal Disclosures:** At the time of closing, only the names of those submitting proposals shall be made public information. No pricing or other proposed information will be released. Interested vendors or their representatives may be present at the announcement.

1.7 **Evaluation of Proposals:** Proposals will be evaluated using, but not necessarily limited to, the following criteria:

- Vendor Experience – Vendor has successfully completed similar projects and has the qualifications necessary to undertake this project as evidenced by provided references and examples of past work.
- Price – Vendor's total project price will be compared to other vendors. Low price will receive preference.

1.8 **Evaluation Process:** After determining a proposal satisfies the mandatory requirements in the Request for Proposal, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made.

The University reserves the right to consider historic information and fact, whether gained from the proposal, vendor presentations, references, or any other source, in the evaluation of the proposals.

1.9 **Proposal Format:** It is the vendor's responsibility to submit complete responses in accordance with the format and instructions requested. It is the vendor's responsibility to submit information related to the evaluation categories and the University is under no obligation to solicit any information not included in

the submitted proposal. Failure to submit information may cause an adverse impact on the evaluation of the vendor's proposal.

Vendors are requested to provide a point by point response to all requirements listed in the Request for Proposal. Vendors are requested to organize their proposal into distinctive sections that correspond with the requested format stated below.

Tab 1: Company Information

A narrative reflecting your organization's expertise in projects of a similar size and scope.

Tab 2: Management and Personnel

Describe organizational structure, including primary point of contact or project manager.

Tab 3: References

Provide a minimum of three (3) references with current or completed projects similar to those described in this Request for Proposal. Include the following:

Name of Institution or Facility & Type of Services Provided

Location

Date of Contract

Name & Phone Number of Contact from Institution or Facility

Provide the same information for subcontractors.

Tab 4: Subcontractors

Provide a designation of the work to be performed by the Bidder with his own forces and a list of all major subcontractors proposed for this work.

Tab 5: Proposal Pricing

Provide proposal pricing as requested.

1.10 Pre-Award Presentations and Negotiations

1.10.1 As part of the evaluation process, the University may require presentations from the highest ranked proposals.

1.10.2 Prior to award, the University may elect to communicate with the highest ranked vendors submitting a proposal for purposes of:

1. Resolving minor differences and informalities;
2. Clarifying necessary details and responsibilities;
3. Emphasizing important issues and points; or
4. Examining ways to improve any subsequent contract and/or its constituent documents.

1.11 The University reserves the right to request additional information or clarification on any matter included in a proposal. The University reserves the right to negotiate with any vendor or vendors to arrive at a final decision.

1.12 **Washburn University Purchasing Consortium/Cooperative Memberships** Washburn University is a member of E&I, Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, PACE and GSAdvantage. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost for materials. Contact Eileen Phillips at Eileen.phillips@washburn.edu for assistance in determining whether your supplier is a participating contract/consortium vendor.

1.13 **Bid Security**, consisting of a bid bond of 5% of the full amount of the Bid will be required for any bid over \$40,000. Bid security shall be made payable, without condition, to Washburn University, Topeka, Kansas, Attn: Chris Kuwitzky, Vice President for Administration and Treasurer, as a guarantee that the Bidder, if awarded the contract, will promptly execute a contract in accordance with the Bid Form and Contract Documents, and will furnish surety bonds for faithful performance of the work. Bid security will be retained until the contract is awarded or other disposition is made.

(CASHIER'S CHECK and/or MONEY ORDERS shall **NOT** be an acceptable substitute)

Bid security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish bonds as requested by this document.

1.14 **Bonds:** Within seven (7) calendar days of the notification of intent of Washburn University to issue a contract, the selected Bidder shall furnish the following:

- 1) A Performance Payment bond in the amount of 100% of the contract price when contract exceeds \$40,000.
- 2) A Statutory Payment Bond in the amount of 100% of the contract price when contract exceeds \$40,000.

Furnish bonds of the same format as sample forms included herein and with sureties as approved by the University, and as authorized to transact business in Kansas. Deliver to the University Director of Purchasing one copy of the Performance Bond.

Contractor shall file the Statutory Bond and pay fee to the Clerk of the District Court Shawnee County and deliver to the Director of Purchasing one copy of Statutory Bond stamped to indicate that the bond has been approved and filed with the Clerk of the District Court.

1.15 **Permits:** Contractor shall be familiar with local conditions under which work is to be performed, including pertinent state and local codes and the conditions of labor and material markets. Contractor shall be responsible for obtaining all necessary building permits from the City of Topeka, and shall include the cost of the permits in the bid.

SECTION 2.0
TERMS AND CONDITIONS

- 2.1 **Right to Reject Proposals:** Washburn University reserves the right to reject any or all proposals submitted and waive any formality, informality, or irregularity in any proposal received. In addition, the Bidder recognizes the right of the University to reject a bid if the Bidder fails to furnish any required bid security.
- 2.2 **Compliance with Laws:** The vendor shall comply with any and all applicable federal, state and/or local laws, regulations, ordinances, rules and orders of appropriate governmental authorities, including without limitation, those relating to payment of taxes, obtaining licenses and securing permits.
- 2.3 **Award of Contract:** Any award of contract and/or purchase order resulting from this Request for Proposal will be made in accordance with the following:
- 2.3.1 Evidence of the experience, qualifications and financial responsibility of each vendor and the time of completion are all acceptable to the University.
 - 2.3.2 The award of a contract will be made on the basis of the best, qualified responsible proposal as determined by the University, and not necessarily the lowest price proposal. The University may reject for consideration any proposal not prepared and submitted in accordance with the provisions herein; and hereby reserves the right to waive any informalities in, or to reject any or all proposals which, in the opinion of the University, will best serve the interest of the University.

The Contractor shall begin work upon written notice to proceed. Any required bonds and insurance certificates must be submitted before a written notice to proceed will be issued.

- 2.4 **Contract Documents:** The response to this Request for Proposal (RFP) will be considered as an offer to contract. After final negotiations, any award of contract and/or purchase order resulting from this Request for Proposal will consist of the following:
- 2.4.1 The RFP and any addenda to the RFP;
 - 2.4.2 The provisions of the vendor's RFP response that conform to and are consistent with the University's RFP; and;
 - 2.4.3 AIA A101-2017 – Construction Contract;
 - 2.4.4 AIA 201-2017 – General Conditions of the Construction Contract;
 - 2.4.5 Project Manual;
 - 2.4.6 Contract Drawings;
 - 2.4.7 Any changes must be agreed to in writing by both parties prior to executing any change.

- 2.5 **Compliance with Laws, Ordinances, Codes and Standards:** All work shall be accomplished in strict conformity with all laws and ordinances applying to the operations under this contract, including the latest rules and regulations of all municipal and public authorities having jurisdiction. Installation shall also meet the standard requirements of National Electrical Code (NEC), NFPA Life Safety Code and Occupational Safety and Health Administration (OSHA-Federal and State) and local ordinances. The Contractor will be held to complete all work necessary and to provide all equipment required to comply with the foregoing without extra compensation.

If the Contractor observes that the drawings and specifications are in variance therewith, he shall promptly notify the Washburn Purchasing Director in writing and any necessary changes will be adjusted as provided for in the Contract for changes in work. If the Contractor performs any work knowing that it is contrary to such laws, ordinances, or building codes, he shall bear all cost arising therefrom.

- 2.6 **Force Majeure:** The vendor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by vendor's employees, and freight embargoes, etc.

2.7 Indemnification and Institutional Requirements:

- 3.7.1 The successful vendor shall agree to indemnify, defend and hold harmless Washburn University and their respective officers, officials, consultants, agents and employees from any liability for damages or claims for damages to the extent arising from personal injury, including death, and/or tangible property damage caused by acts alleged to be negligent in performance of any services pursuant to this Agreement by the successful vendor or the vendor's contractors, subcontractors, agents or employees under this Agreement. Washburn University shall cooperate in the defense of any action; and this indemnification is conditioned upon Washburn University having sole control of the defense.
- 3.7.2 Contract Law: Any contract and/or purchase order(s) resulting from this RFP will be subject to the laws of the State of Kansas and all other applicable statutes. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s) and this RFP.
- 3.7.3 Contract Assignment: No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the services may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of the University.
- 3.7.4 Contract Cancellation: The University reserves the right to cancel the contract if:
 (1) The quality of goods and/or services does not meet the specifications or needs of the University as specified; (2) delivery requirements, if any, cannot be guaranteed; (3) any other terms of the Request for Proposal are not met.

2.8 **Insurance Coverage:** The vendor shall maintain adequate liability insurance to protect the University and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, worker's compensation, professional liability, etc. Written evidence of the insurance coverage shall be provided to the University on Acord form 25.

- A. Worker's Compensation Insurance as required by applicable federal, state, municipality or other laws including Employees Liability with a present limit of at least \$500,000.
- B. Commercial General Liability Insurance including: Personal injury; Contractor's Liability; Completed Operations and Products Liability, all on the occurrence basis for Bodily Injury Coverage and Property Damage coverage. Completed Operations Liability shall be kept in force for at least two years after date of final acceptance of project by the University, which shall be the date of final payment by the University. Limits of liability required for all the above insurance coverage shall be at least:

Bodily Injury and Property Damage:	
Each Occurrence	\$1,000,000.00
General Aggregate (Other than products – completed operations)	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Fire Legal Liability	\$ 100,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Medical Payments	\$ 5,000.00

- C. Commercial Automobile Liability Insurance including non-ownership, and hired vehicle coverage, and coverage for owned vehicles. Limits of liability for the above insurance shall be at least.

Bodily Injury and Property Damage:	
Combined Single Limit	\$1,000,000.00

- D. Commercial Umbrella Insurance over the Worker's Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance all as specified in the preceding sections. Limits shall be:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

- E. The insurance required above shall be written for not less than any limits for liability specified in the contract documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

Certificates of Insurance, acceptable to the Washburn University Director of Purchasing, along with any bonding required by the project, shall be filed with the University Purchasing Office prior to the award of the contract. These certifications shall contain a provision that the coverage offered under the policies shall not be canceled, non-renewed, or materially changed until at least 30 days prior written notice has been given to the University.

- 2.9 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The successful vendor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 2.10 **Responsibility of the Vendor:** No consideration will be granted for any alleged misunderstanding of the requirement of the Request for Proposal documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the proposal documents. All vendors are expected to read the proposal documents and respond in the manner directed. All questions asked herein should be answered and all information requested herein should be supplied.

Before submitting a proposal, all bidders shall satisfy themselves as to the existing conditions under which he will be required to operate in performing his work. The bidder is not required to visit the job site prior to submitting a bid. No allowance will be made subsequently in behalf of the Contractor for any errors or negligence on his part.

In cases where work is to be let to subcontractors, the Contractor letting any such work will be held responsible for the proper performance of the work. The bidder is to provide the names and trades for their subcontract bidders to whom they propose to sublet portions of the work and/or warranty. The University reserves the right to approve subcontractors prior to their being hired by the vendor. References for any subcontractors listing their prior works shall also be included in the proposal. Responses to subcontractor references will also be made in the response document as required or necessary. The Contractor will be responsible for the effective coordination and supervision of his subcontractors. The Contractor shall coordinate all activities with the University and subcontractors.

The specifications and Drawings exhibit the intent and purpose of the University regarding the work, and they shall be so considered by the bidders. Accordingly, the bidders admit and agree that they are not complete in every detail and that work and materials not indicated or expressly mentioned in the specifications, but which are manifested necessary for the full and faithful performance of the work in accordance with the true intent, will be included in their proposal and incorporated into the work the same as if indicated and specified. In the case of ambiguity with regard to quantity and/or quality, the bidder shall include in the proposal the better quality and/or greater quantity and all costs therewith shall be included in the proposal.

The University will not consider a proposal for change of materials which would be inferior to those drawn or specified. The decision of the University in each instance shall be final.

Date of Completion shall be the number of Calendar days as submitted on the Bid Proposal Form by the Contractor added to the Notice to Proceed or Earliest Starting Date as determined by the Project Coordinator, whichever comes last.

The bidder shall be responsible for all scheduling and coordination of all activities and contracts. The bidder shall keep the Project Coordinator informed of all such scheduling. The Contractor shall maintain a superintendent/foreman on the premises at all times while installation/assembly is in progress by the contractor or contractor's subcontractors.

- 2.11 **Taxes:** The University is exempt from federal and state taxes including sales, excise and transportation taxes.
- 2.12 **Shipping Terms:** All items awarded shall be provided F.O.B. Destination as specified herein. This shall include unloading, inside delivery and unpacking.
- 2.13 **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee, officer, or Board of Regents member at any time.
- 2.14 **Notification of Award:** An award is made on execution of a written contract or purchase order. Only the University is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the contract.
- 2.15 **No Liens:** Vendor shall keep the University free and clear of any and all liens asserted by any person or organization for any reason arising out of or as a result of the furnishing of goods and/or services by the vendor or by a third party.
- 2.16 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.
- 2.17 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the University is a party.
- 2.18 **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language or other requirement inadvertently restricts or limits proposals to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than ten (10) business days prior to the request for proposal closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
- 2.19 **Acceptance:** No contract provision or use of items by the University shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 2.20 **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

If the Contractor shall fail, refuse and/or neglect to comply with the terms found herein, such failure shall be deemed a total breach of the contract and contract may be terminated, canceled, or suspended, in whole or in part. If the contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the University on account of such termination, cancellation or suspension or declaration of ineligibility.

- 2.21 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The vendor's entire proposal response package shall not be considered proprietary.

- 2.22 **Inspection:** The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this Request.

- 2.23 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Sherry Draper, Director of Purchasing
RFP #21014
Morgan Hall Room 214
1700 SW College Avenue
Topeka, Kansas 66621
Sherry.draper@washburn.edu

- 2.24 **Exceptions:** As part of the proposal response, vendors shall indicate any part of the proposal document with which they take exception. Any exceptions taken should be outlined in their response with cross-reference to the portion or section of the proposal document with which the exception is being taken.

**SECTION 3.0
SCOPE OF WORK**

Refer to the indices below for contract documents included in this RFP:

- Drawing Sheet G002
- Spec Section 00 0110 Table of Contents

Document Site: <https://tmpsftp.stantec.com>

Login name: s0218082700

Password: 9696607

**SECTION 4.0
PROPOSAL PRICING**

Base Proposal:

_____ Dollars, (\$ _____)

Alternate:

#1 – Remove Pavers at Entryway DEDUCT of _____ Dollars, (\$ _____)

The amount of the total bid shall be shown in both words and figures. In case of a discrepancy between the two, the amount in words shall govern.

**SECTION 5.0
SUBMITTAL FORMS****Vendor Response Checklist**

The following checklist is provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Bidders are instructed to utilize this list for their own convenience to ensure compliance.

Technical Proposal

- _____ Signature Sheet
- _____ Tax Clearance Certificate
- _____ W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- _____ Certificate of Insurance (COI) Acord 25
- _____ Bidder Information
- _____ Qualifications & Experience
- _____ Subcontractor List
- _____ Preliminary Schedule
- _____ References
- _____ Bid Bond
- _____ Exceptions to RFP noted, if applicable

Cost Proposal

- _____ Cost Sheet

Bids must be received by email prior to 2:00 PM local time on the closing date to be considered. Bids must be emailed to purchasing@washburn.edu with the Bid Number in the subject line.

NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review all sections and respond as required.

SIGNATURE SHEET

The below stated Vendor submits a proposal for General Contracting Services in accordance with the terms, conditions, and requirements stated herein. The Vendor hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

The Vendor submitting this bid and any person associated with this Vendor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a criminal or civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1 (___) #2 (___) #3 (___) None (___)

Legal Name of Person, Firm or Corporation _____

Telephone _____ Fax _____

E-Mail _____

Mailing Address _____

City & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address _____

City & State _____ Zip Code _____

Telephone _____ Fax _____

E-Mail _____

REFERENCES

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ **Email:** _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ **Email:** _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ **Email:** _____

