

Invitation to Bid

20170511-BOE

HAC GREEN COOLER WITH BOTTLE FILLER

HAC RETRO FIT HDROBOOST BOTTLE FILLER

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20170511-BOE HAC GREEN COOLER W/BOTTLE FILLER & HAC RETRO FIT HDROBOOST BOTTLE FILLER UNTIL 10:30 A.M. Local time May 11, 2017 Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6569. All bids can be viewed on line at www.sumnerschools.org.

Katie Brown

Safe Schools, Healthy Students Coordinator

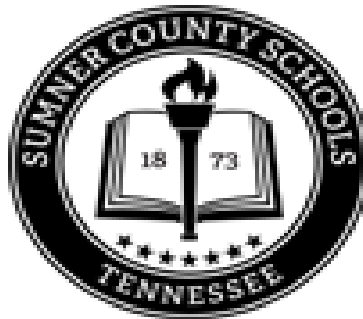
Sumner County Board of Education

615*451*6500 kati.brown@sumnerschools.org

PROPOSAL REQUEST

For

**HAC GREEN COOLER WITH BOTTLE FILLER
BOTTLE FILLER RETRO-FIT FOR HAC MODELS
FOR SUMNER COUNTY BOARD OF EDUCATION**



SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Bid # 20170511-BOE

**Purchasing Staff Contact:
Vicky Currey
(615) 451-6560
vicky.currey@sumnerschools.org**

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

Introduction

Sumner County Board of Education or herein known as “Sumner County School System”, is hereby requesting a proposal for HAC Green Cooler with Bottle Filler and Bottle Filler Retro –Fit for HAV Models All bid are to be Halsey Taylor equipment in order to fit existing equipment or plumbing

General Information

I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Two (2) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company’s safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service’s website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at vicky.currey@sumnerschools.org, of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “Invitation to Bid” and Sumner County website at www.sumnertn.org.

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 120 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

Sumner County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and Sumner County's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

VIII. Deadline

Sealed proposals will be accepted until **Thursday May 11, 2017 10:30 a.m.** local time. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

X. Package

The package containing the proposal must be sealed and clearly marked "**20170511-BOE HAC Green Cooler with Bottle Filler / Bottle Filler Retro-Fit for HAC models for Sumner County Board of Education**" on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

XI. Right to Seek a New Proposal

The Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIII. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XIV. Open Records

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> County Website www.sumnertn.org under the Bids" link.

XV. Assignment

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVII. Tax Status

Sumner County Government is tax exempt

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XVIII. Contract Nullification

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

XIX. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.



Halsey Taylor
Satisfying Thirsts Since 1912

Model HTHB-HAC-RF-NF
HAC Retro Fit
Hydroboost® Bottle Filler

MODEL: HTHB-HAC-RF-NF

GENERAL

Bottle filling station designed to retro-fit existing HAC pushbar activated models. Applicable on 115V models only. Rated for indoor use. Supplied with basin to insure proper fit and allow for easy installation. Ideal for use in sports and fitness centers, educational and healthcare facilities, airports, office buildings and any other commercial buildings.

HYDROBOOST® RETRO-FIT BOTTLE FILLING STATION

Sensor-activated enhanced with user interface graphics. Quick fill rate is 1.5 gallons per minute on refrigerated model and 1.1 gallons per minute on non-refrigerated model. Laminar flow provides a clean fill to minimize splashing and easy maintenance. Equipped with an automatic 20-second shut-off timer.

SILVER ION ANTI-MICROBIAL PROTECTION

Key plastic components are integrated with silver ion anti-microbial protection to inhibit growth of mold and mildew.

GREEN COUNTER™

Visually displays count of plastic bottles saved from landfills. (Based on 20 oz. bottles for refrigerated models)



HTHB-HAC-RF-NF

*Rated for Indoor Use Only

SUGGESTED SPECIFICATION

Unit shall include a bottle filling station that retrofits onto a cooler. Model HTHB-HAC-RF-NF shall retro-fit existing 115V pushbar activated HAC models. Shall include basin to ensure proper fit and function. Bottle filler shall include electronic sensor for no-touch activation with automatic 20-second shut-off timer. Shall include a Green Counter™ displaying the count of plastic bottles saved from the landfill. Shall include anti-microbial protected components to prevent mold and mildew. Shall comply with ADA guidelines for visual and motion disabilities. The manufacturer shall certify the unit to meet the requirements of NSF/ANSI 61 and 372, UL 399 and CAN/CSA 22.2 No. 120.

CAPACITIES CHART

Model No.	GPH Capacity Cooled to 50°F**				Base Rate Cap.	F.L. Amps	Shipping Weight lb.	Rated Watt Usage
	Ambient Air Temp							
	70°F	80°F	90°F†	100°F				
HTHB-HAC-RF	-	-	-	-	-	1.0	32	120

NOTE: Continued product improvement makes specification sheets subject to change without notice.

** With projector service and tap water at 80°F

[†] UL 399 and ASHRAE (previously ARI 1010) compliant

Protected by Halsey Taylor's Limited Warranty.
Warranty details available at halseytaylor.com.



halseytaylor.com

HALSEY TAYLOR, 2222 Camden Court, OakBrook, IL 60523

SPEC00218 09/2014

Model HTHB-HAC-RF-NF

HAC Retro Fit

Hydroboost® Bottle Filler

OPERATING PRESSURES

Supply water - 105 psi maximum
Minimum 40 psi supply line pressure required in special circumstances where both sides of bi-level are in use simultaneously to ensure adequate stream height. Use of water filter in this situation is not recommended.

NOTE: A service stop (not included) must be installed at the water inlet line.

NOTE: P-Trap (not supplied) to be installed per local building code.

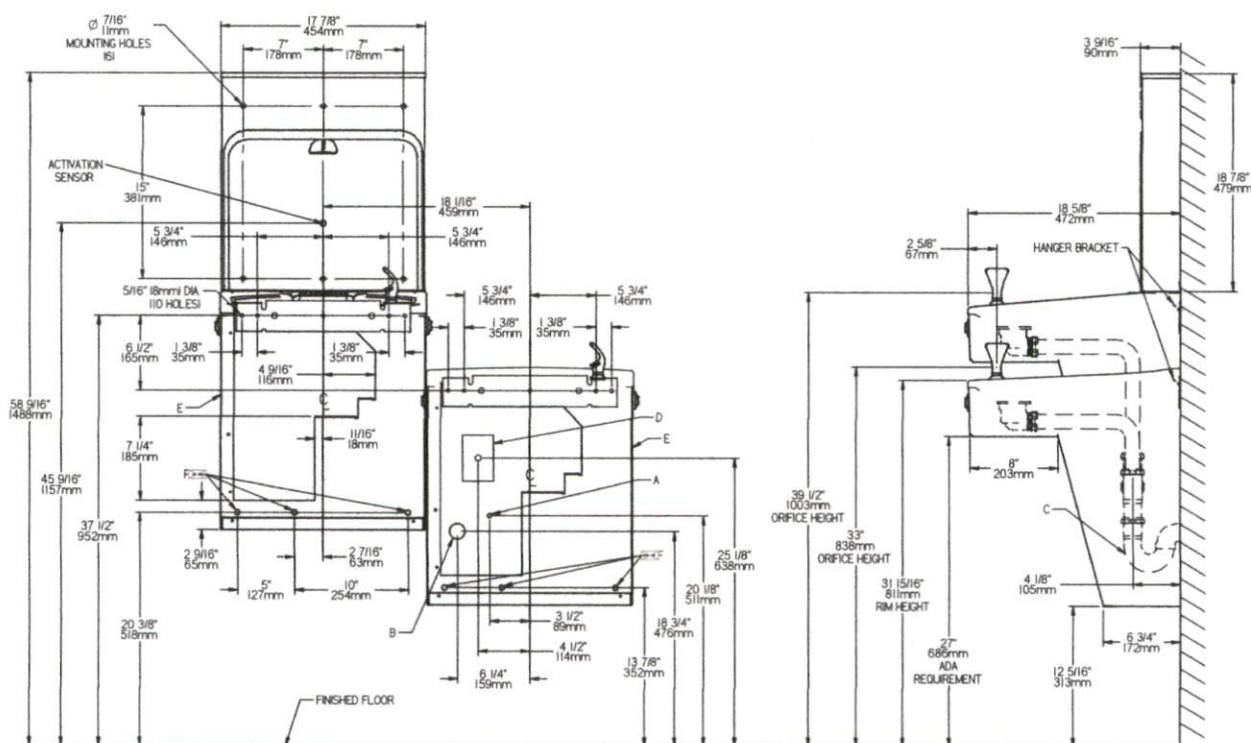
ELECTRICAL

Hydroboost® station equipped with electric cord and three-prong molded rubber plug for use with 15-amp minimum receptacle. Rated at 115 volt, 60 Hz, single phase.

BI-LEVEL COOLER

FRONT VIEW

SIDE VIEW



REDUCE HEIGHT BY 3" FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
 - B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.
 - C = 1-1/2" Trap (not furnished).
 - D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
 - E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
 - F = 7/16" (11mm) Bolt Holes for fastening to wall.
- **New Installations Must Use Ground Fault Circuit Interrupter (GFCI).

Job Name:	_____
Model:	_____ Qty. _____
Contact:	_____
Approval Signature:	_____
Notes:	_____

Halsey Taylor®

Model HTHB-HAC-RF-NF

HAC Retro Fit

Hydroboost® Bottle Filler

OPERATING PRESSURES

Supply water - 105 psi maximum

Minimum 40 psi supply line pressure required in special circumstances where both sides of bi-level are in use simultaneously to ensure adequate stream height. Use of water filter in this situation is not recommended.

NOTE: A service stop (not included) must be installed at the water inlet line.

NOTE: P-Trap (not supplied) to be installed per local building code.

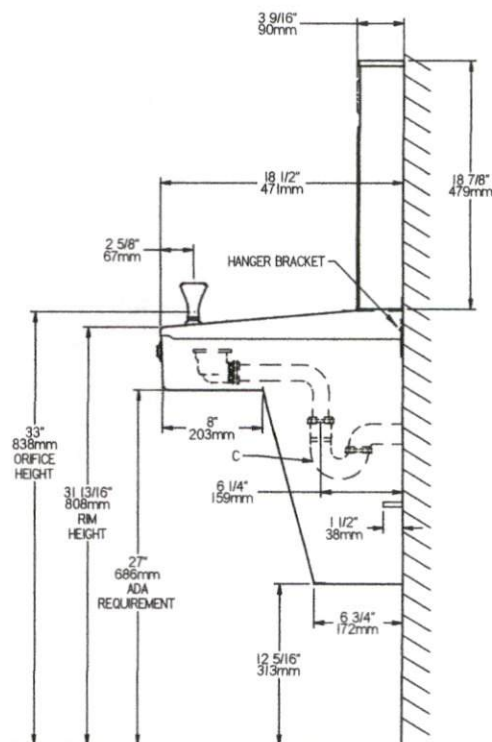
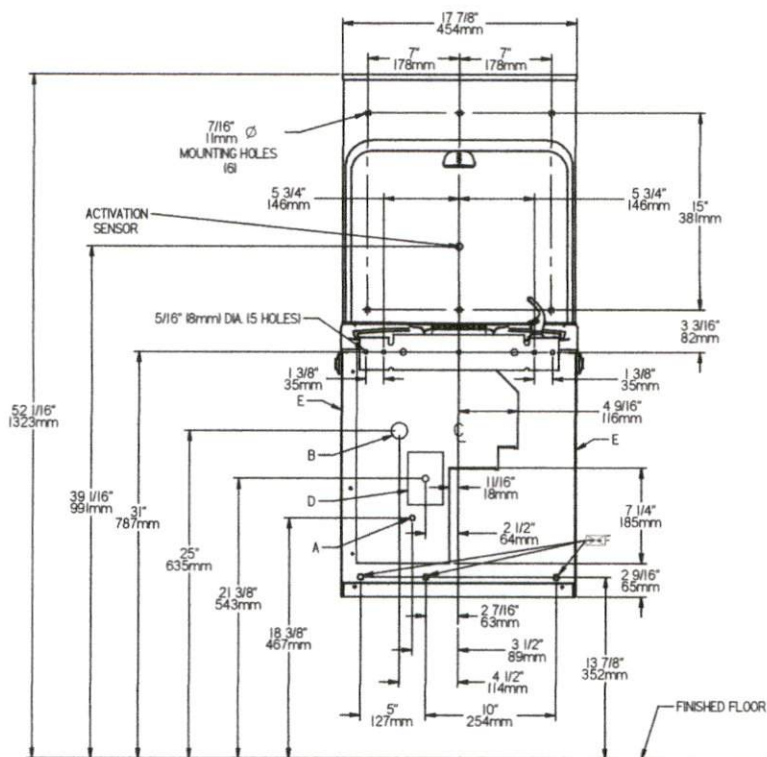
ELECTRICAL

Hydroboost® station equipped with electric cord and three-prong molded rubber plug for use with 15-amp minimum receptacle. Rated at 115 volt, 60 Hz, single phase.

SINGLE COOLER

FRONT VIEW

SIDE VIEW



MODELS: HTHB-HACG8PV-NF HTHB-HACG8SS-NF

GENERAL

Complete water station including HydroBoost® bottle filling station and HAC Green water cooler which exceeds average market energy-efficiency performance by 35% per CSA 815-99. Self-contained, high-efficiency refrigerated wall-mount water cooler. Exclusive one-piece, chrome-plated, two-stream Double Bubbler™ with non-removeable anti-squirt feature and integral hood. Automatic stream height regulator is located inside unit to prevent tampering. Includes self-closing, light touch front and side pushbar actuation with raised letters for the visually impaired. Type 300 series stainless steel top, with satin finish resists stains. Anti-splash ridge reduces splatter. Contoured to insure proper drainage.

HYDROBOOST® BOTTLE FILLING STATION

Sensor-activated enhanced with user interface graphics. Quick fill rate is 1.1 gallons per minute. Laminar flow provides a clean fill with minimal splash and easy maintenance. Equipped with an automatic 20-second shut-off timer.

SILVER ION ANTI-MICROBIAL PROTECTION

Key plastic components are integrated with silver ion anti-microbial protection to inhibit growth of mold and mildew.

GREEN COUNTER™

Visually displays count of plastic bottles saved from landfills. (Based on 20 oz. bottles for refrigerated models)

DOUBLE BUBBLER™

Features an exclusive one-piece, chrome plated two-stream mound-building bubbler with non-removeable anti-squirt feature. It's integral hood insures a satisfying drink of water.

PUSH BAR ACTUATION MECHANISM

Self-closing light-touch push bars on front and sides with raised letters for the visually impaired.

AUTOMATIC STREAM HEIGHT REGULATOR

Self-closing assembly is located inside unit to prevent tampering. Unit resists corrosion and liming. A constant stream height is automatically maintained under line pressures that vary from 20 to 105 psi.

INLET STRAINER

Easily cleaned in-line strainer screen traps particles of 140 microns or larger before they enter the waterway.

WATER INLET - 3/8" O.D. Tubing. **DRAIN OUTLET** - 1-1/4" tube outlet for 1-1/4" slip joint connection. **Trap and service stop not included.**

REFRIGERATION SYSTEM

Hermetically sealed, positive start compressor with lifetime lubrication and built-in overload protection, efficient capillary sizing, large capacity dryer-strainer and self-lubricated fan cools copper/ aluminum condenser. System uses R-134A refrigerant. Protected by Halsey Taylor's Limited 5 Year Warranty.

CAPACITIES CHART

Model No.	GPH Capacity Cooled to 50°F**				Base Rate Cap.	F.L. Amps	Shipping Weight lb.	Rated Watt Usage
	Ambient Air Temp							
	70°F	80°F	90°F ¹	100°F				
HTHB-HACG8*-NF	9.7	8.8	8.0	7.2	8.0	3.8	85	260

HAC Green Cooler with Bottle Filler

**Rated for Indoor Use Only*

Model
HTHB-HACG8PV-NF

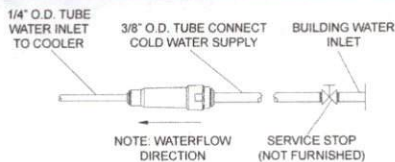


Cooler panels available in Platinum Vinyl or Stainless Steel. (additional cost)

SUGGESTED SPECIFICATION

Unit shall include a single water cooler with a bottle filling station. Unit shall have a high-efficiency refrigeration system and shall deliver 8 gph of 50°F drinking water at 90°F ambient air and 80°F inlet water. Lower unit shall have mechanically activated pushbar activation. Bottle filler shall include electronic sensor for no-touch activation with automatic 20-second shut-off timer. Shall include a Green Counter™ displaying the count of plastic bottles saved from the landfill. Shall provide 1.1 gpm with laminar flow to minimize splashing. Shall include anti-microbial protected plastic components to prevent mold and mildew. Cooler shall have stainless steel basin with anti-splash ridge and removeable drain strainer. Shall have front and side pushbar activation with raised letters. Shall comply with ADA guidelines for visual and motion disabilities. The manufacturer shall certify the unit to meet the requirements of NSF/ANSI 61 and 372, UL 399 and CAN/CSA 22.2 No. 120.

Model HTHB-HACG8PV-NF and HTHB-HACG8SS-NF Single HAC Green Cooler with Hydroboost® Bottle Filler



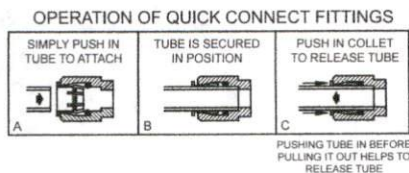
NOTE: A service stop (not included) must be installed at the water inlet line.
NOTE: P-Trap (not supplied) to be installed per local building code.

ELECTRICAL

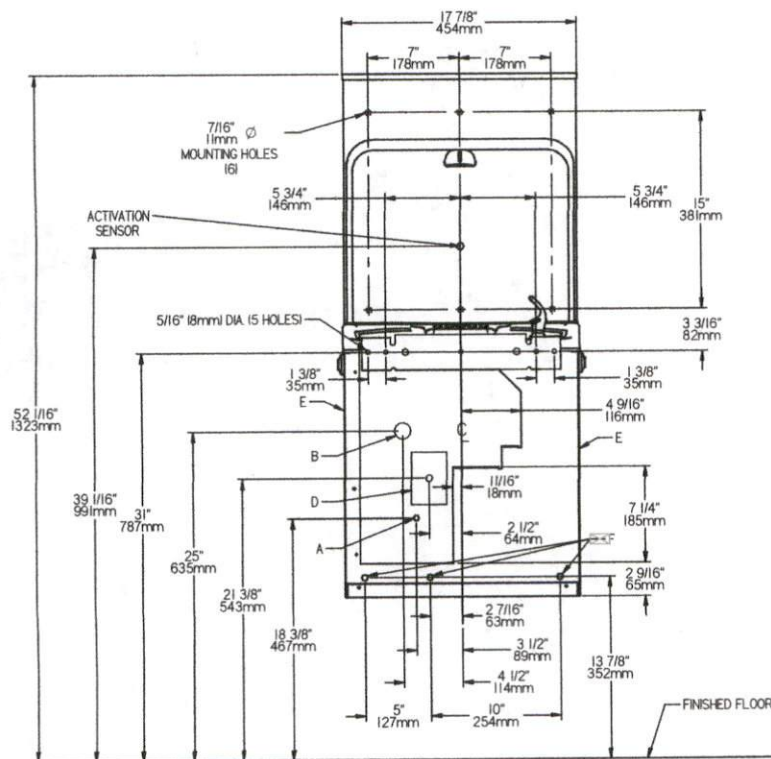
Hydroboost® station equipped with electric cord and three-prong molded rubber plug for use with 15-amp minimum receptacle. Rated at 115 volt, 60 Hz, single phase.

OPERATING PRESSURES

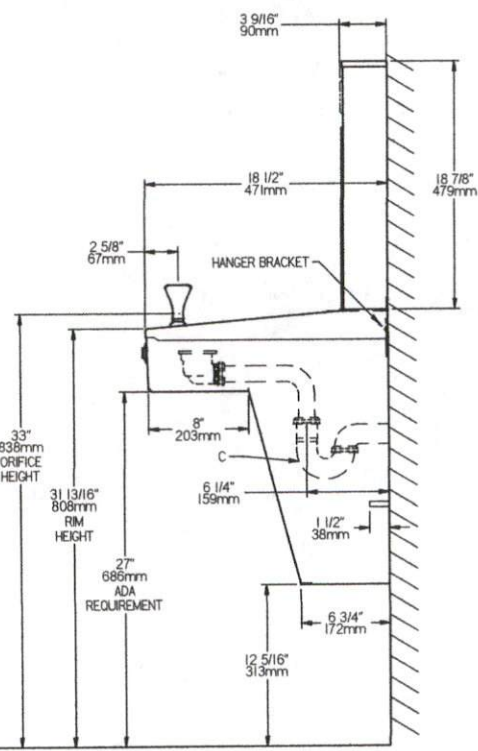
Supply water - 105 psi maximum
Minimum 40 psi supply line pressure required in special circumstances where both sides of bi-level are in use simultaneously to ensure adequate stream height. Use of water filter in this situation is not recommended.



FRONT VIEW



SIDE VIEW



REDUCE HEIGHT BY 3\"

LEGEND:

- A = Recommended Water Supply Location. Shut-off valve (not furnished) to accept 3/8\" O.D. unplated copper tube. Up to 3\" (76mm) maximum out from wall.
- B = Recommended Waste Outlet location. To accommodate 1-1/4\" nominal drain. Drain stub 2\" (51mm) out from wall.
- C = 1-1/4\" Trap (not furnished).
- D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
- E = Insure proper ventilation by maintaining 6\" (152mm) minimum clearance from cabinet louvers to wall.
- F = 7/16\" (11mm) Bolt Holes for fastening to wall.

****New Installations Must Use Ground Fault Circuit Interrupter (GFCI).**

Job Name: _____
Model: _____ Qty. _____
Contact: _____
Approval Signature: _____
Notes: _____

Halsey Taylor®

SUMNER COUNTY BOARD OF EDUCATION

Purchasing Department
1500 Airport Road
Gallatin, TN 37066

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

AUTHORIZED COMPANY
REPRESENTATIVE _____ *SIGNATURE*

AUTHORIZED COMPANY
REPRESENTATIVE _____ *PRINTED*

DATE _____

BID TITLE 20170511-BOE HAC GREEN COOLER WITH BOTTLE FILLER
HAC RETRO FIT HDROBOOST BOTTLE FILLER

DEADLINE May 11, 2017 10:30 A.M. Local Time

BID TOTAL \$ _____

BID GOOD THRU _____

NOTES: _____

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent (Print Name and Title) _____

Authorized Company Official (Print Name) _____

ATTACHMENT 2

DRUG-FREE WORKPLACE

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Government must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County Government to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness