

**CALHOUNCOUNTY  
SUBMITTING BIDS/PROPOSALS  
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County must follow these steps:

*Register as a vendor* with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **909-00**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

*Download the bid document* by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

*Register your intent to bid* on this project also at the site of the above link. (*Registration of intent does not need to occur at the time of the document download.*) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

***VENDORS ARE ENCOURAGED TO REGISTER WITH THE  
COUNTY UPON RECEIPT OF THIS SOLICITATION.***

**CALHOUN COUNTY  
REQUEST FOR BIDS  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:**        *THURSDAY, JULY 23, 2015*

**DUE DATE:**         *MONDAY, AUGUST 10, 2015*

**PROJECT:**          *STORAGE BUILDING; RFB #120-15*

This Request for Bid with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

1.1    **BID SUBMISSION:**

Bids must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068

All bids received shall be notated as such on the outside of the envelope:

**PROPOSAL:**         *STORAGE BUILDING*

**PRE-BID:**         *WEDNESDAY, JULY 29, 2015; 10:00 A.M.*

**DUE DATE:**        *MONDAY, AUGUST 10, 2015; 3:00 P.M.*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

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

1.3.2 A PARTNERSHIP doing business under the firm name of:

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

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS

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

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an **INDIVIDUAL**, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a **PARTNERSHIP**, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a **CORPORATION** the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be *Additional Insureds*: The Architect, Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 **TAXES**

Except as may be otherwise provided in the RFB, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 **GRATUITIES**

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.11 **INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR**

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

## 1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of MCL 15.231 et seq, known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the apparent low Bidder to review the bid and identify any concerns or suggestions the bidder may have regarding the project. Award shall be made by the Purchasing Department to the bidder whose proposal is most advantageous to the County.

## 1.14 CONTRACT

The contract shall be based upon the Request For Bid issued by the County and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

## 1.15 AWARD OF CONTRACTS

**UPON NOTICE OF INTENT TO AWARD:** The apparent successful Bidder shall sign and file with the County, within ten (10) days after receiving a letter of intent Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible bidder whose proposal

conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest bid.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for Bid.

1.15.5 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.16 PRIME CONTRACTOR RESPONSIBILITIES – SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT – DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for the period, commencing *upon award through the completion of construction*. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The bidder shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.25 EMPLOYMENT OF LOCAL LABOR

The County of Calhoun is committed to the use of local labor and will use this commitment as a factor in awarding this contract. **The County of Calhoun requires, in writing and prior to the award of this contract, a written statement from the bidder regarding the vendor's plan to hire/or retain local labor residing in the County of Calhoun. This statement should be included with the vendor's original bid documents.**

## PART II - GENERAL PROVISIONS

### 2.1 SUBMISSION OF BIDS

2.1.1 To be considered, bidders must submit a complete response to this Bid request. No other distribution of Bid request is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety days from the opening date.

### 2.2 PREPARATION OF BIDS

2.2.1 The bids shall be legibly prepared in either ink or typed.

2.2.2 The bid shall be legally signed and complete address of bidder provided thereon.

### 2.3 ACCEPTANCE OF BID CONTENT

It is the responsibility of all bidders to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

### 2.4 PRE-BID MEETING & SITE REVIEW

2.4.1 Interested bidders are required to attend a mandatory pre-bid meeting and site review to be held on *Wednesday, July 29 from 10:00 a.m. until 11:00 a.m.* The location of this meeting will be:

**Calhoun County Building  
315 W. Green Street  
Marshall, MI 49068  
Garden Level Conference Room, Room #1-400**

The project scope will be discussed, as well as a construction site viewing conducted. Any significant questions that arise from this meeting will be committed to writing and distributed to all bidders by the County. The County will determine the significance of questions as it pertains to this project.

### 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in

compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be [www.time.gov](http://www.time.gov).

### **LATE BID PACKETS WILL NOT BE CONSIDERED**

## 2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## PART III SPECIFICATIONS

### 3.0 INTRODUCTION & SCOPE

Calhoun County is seeking a qualified construction firm to construct a 40' x 80' pole-barn building in the parking lot located south of the County Building in Marshall. This building will be utilized by County Maintenance staff both as a shop and for storage. Plumbing, electrical, and HVAC are to be included in the building construction. A mandatory pre-bid meeting with site visit will take place Wednesday, July 29, 2015. Plans should be viewed/secured by interested bidders prior to this meeting. The estimated project cost is \$125,000 and the County's expectation for completion is November 1, 2015.

### 3.1 SPECIFICATIONS

The storage building will meet these specifications:

- 3.1.1 40' x 80'
- 3.1.2 Pole-barn construction with cement floor.
- 3.1.3 1-story with attic storage.
- 3.1.4 1 unisex bathroom
- 3.1.5 1 sink
- 3.1.6 electrical wiring
- 3.1.7 plumbing
- 3.1.8 HVAC system
- 3.1.9 All other details as outlined in the official set of architect's prints, which detail the floor plan, elevations, electrical, plumbing, and HVAC.

Prints are available from the Administrative Services, Purchasing Office at no cost to interested bidders. **Potential bidders are requested to obtain and familiarize themselves with these prints prior to the pre-bid meeting on Wednesday July 29 at 10:00 a.m.**

### 3.2 SCOPE OF WORK REQUIREMENTS

- 3.2.1 Contractor will provide all labor, materials, permits, equipment, taxes, fees, testing, management, and supervision.
- 3.2.2 Contractor will provide all job cleanup and legal debris disposal.
- 3.2.3 Contractor will provide enclosure(s), barricades, and perform necessary precautions to ensure public safety in the worksite area.
- 3.2.4 Contractor will comply with all State of Michigan construction, mechanical, plumbing, and electrical codes and standards.
- 3.2.5 Contractor will retain in full force insurances within the limits as outlined on page 6, Sec. 1.8 "Insurance Requirements".
- 3.2.6 Contractor will comply with page 11, Sec. 1.25 "Employment of Local Labor" and provide a written plan to comply. (This is not a prevailing wage project.)
- 3.2.7 Proof of bondability (Sec. 3.3 "Bonding").
- 3.2.8 Awarded contractor performance bond (Sec. 3.3 "Bonding")
- 3.2.9 Introduction of contracting firm and description. Provide staff information and qualifications as

it will pertain to assignment to this project.

3.2.10 Experience with similar projects.

3.2.11 Provide 3 references for similar projects including name, company or agency, phone number, and/or email address.

### 3.3 BONDING

3.3.1 Bidders shall provide proof of bondability for the complete value of this project. Bonds must be executed by a surety company licensed to do business at the location of the project.

3.3.2 The awarded contractor will provide to the County (Owner) bid security in the amount of 5% of the bid. Bid security must be in the form of a bid bond, certified check, or cashier s check made payable to Calhoun County. Bid security will be forfeited if the awarded bidder fails to execute the Owner/Contractor agreement within 10 days of notification by Owner.

### 3.4 CONTENTS OF BID

Bids shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bids, and shall include:

3.4.1 Current proof of insurance (*Sec. 1.8 "Insurance Requirements" )*

3.4.2 Plan for hiring/retaining Calhoun County labor (*Sec. 1.25 "Employment of Local Labor" )*

3.4.3 Proof of bondability for the amount of this project.

3.4.4 Description of firm.

3.4.5 List of experience

3.4.6 List of references, including contact information.

3.4.7 *Attachment A, "Non-Collusion Affidavit"*

3.4.8 *Attachment B, "Certificate for Authorization of Contract Execution"*

3.4.9 *Attachment C, "Bid Sheet"*. Include list of sub-contractors.

### 3.5 BID EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bids. The bid selected will be that response deemed most advantageous to Calhoun County, based upon the following criteria presented in the order of importance:

3.5.1 Price

3.5.2 Building Plan/materials

3.5.3 Local labor plan

3.5.4 Experience/references

3.5.5 Commencement date of construction

3.5.6 Estimated completion time.

3.6 RESPONSE TO RFB

Bidder's response packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

**LATE BID PACKETS WILL NOT BE CONSIDERED**

**ATTACHMENT A**

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, 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 such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant 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 by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding 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 contract sought by this bid.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

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

DATE: \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

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

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**INCLUDE CORPORATE SEAL OR NOTARIZE BELOW**

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT C**

**RFB#120-15 STORAGE BUILDING**

**BID SHEET**

Price for construction of storage building: \$ \_\_\_\_\_

Price stated in words: \_\_\_\_\_

Date available to commence project: \_\_\_\_\_

Estimated time for completion (days): \_\_\_\_\_

**Sub-Contractors:**

**On a second sheet provide a list of sub-contractors to be used and identify the trade they will provide for you in relation to this project. Attach the sub-contractor list to this sheet.**

(Attachment C continued)

**\*\*COMPLETE FOR BID SHEET C\*\***

**EXCEPTIONS/NOTES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company or Bidder's Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**BIDS MUST REMAIN VALID FOR 90 DAYS FROM DUE DATE**

**The County reserves the right to reject any or all bids, to waive informalities or irregularities in bids or bidding procedures and to accept any bids determined to be in the best interest of the County.**