

COUNTY OF NELSON, VIRGINIA

INVITATION FOR BID MOWING AND TRIMMING SERVICES

Issue Date: February 25, 2015

Due Date: March 11, 2015

Time: 2:00 P.M.

IFB Number: 2015-MTS

Bid Opening Location: Nelson County Courthouse
4th Floor Conference Room, Room #420
84 Courthouse Square
Lovingston, VA 22949

Issuing Department: Nelson County Administrator
84 Courthouse Square, Room #210
P.O. Box 336
Lovingston, VA 22949
(P) 434-263-7000

Technical Inquiries: Paul Truslow
Maintenance Supervisor
(P) 434-263-7084
(C) 434-981-2899
ptruslow@nelsoncounty.org

The Nelson County Board of Supervisors is seeking competitive sealed bids from qualified firms for mowing and trimming services and weed control in accordance with the specifications set forth in this Invitation for Bid.

A **mandatory** pre-bid meeting will be held on Friday, March 6, 2015 at 10:00 a.m. at the front steps of the Nelson County Courthouse located at 84 Courthouse Square, Lovingston, VA 22949. At this meeting, interested firms will be transported to all listed sites for review and instruction.

Bids must be sent directly to the issuing department shown above by the date and time listed. Any bids sent via facsimile, telephone, or email shall not be considered.

Hereafter, all references to "Maintenance Supervisor" within this Invitation for Bid shall be interpreted as the "Nelson County Maintenance Supervisor".

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I. PURPOSE

The intent of this Invitation for Bid is to seek competitive sealed bids from qualified firms for mowing and trimming services as well as weed control at various locations throughout Nelson County.

II. CONTRACT PERIOD

- a) The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County of Nelson to accept it. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County of Nelson. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the County of Nelson. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible and/or non-responsive bidder.
- b) The winning bidder/s will be awarded a firm, fixed price contract for a term of seven (7) months beginning April 1, 2015 and ending on October 31, 2015. The Purchasing Agent shall have the option to renew the contract for services during the same monthly time period for up to the next four (4) year terms following the initial contract year provided annual pricing adjustment increases do not exceed five percent (5%) over the total contract amount per annum. Any adjustments to pricing on the Bid Form shall be submitted by the Contractor to the Purchasing Agent no later than thirty (30) days prior to contract renewal. All negotiations and adjustments in pricing must be agreed upon in writing prior to contract renewal. Automatic contract renewals are prohibited as are fuel surcharges. Nelson County reserves the right to extend and/or reject any and all contract extensions if it is in the best interest of the county or to terminate any contract if the Contractor fails to perform services as specified in the contractual agreement.

III. SPECIFICATIONS

- a) The following service locations require mowing and trimming services as well as weed control (as needed) each month as designated by section:

Section I

Mowing/Trimming Once Weekly		
Courthouse Complex	84 - 100 Courthouse Square (Courthouse Building Complex and parking areas, E911 Dispatch Center, Sheriff's Dept., and prior Nelson County Health Dept. site)	Lovingston, VA 22949

Section II

Mowing/Trimming Once Every Other Week		
Dept. of Social Services	203 Front Street	Lovingston, VA 22949
Montreal Village Park	11558 James River Rd.	Shipman, VA 22971
Nelson County Maintenance Shop	8375 Thomas Nelson Hwy.	Lovingston, VA 22949
Blue Ridge Railway Trail	Entrances at Route 151 and Old Rosemill Rd., 10 ft radius around 3 picnic tables and 2 benches, 1 bench and scalehouse area from Tye River bridge to Tye River underpass (*authorized entry is in Rosemill*)	Piney River, Roseland, & Tye River
Welcome to Nelson signs (2)	North and South on Route 29 (County entrances)	
Piney River Sewage Pumping Stations (2)	One on Route 56 and one on Route 151 (these must be invoiced separately from all other locations monthly)	Piney River, VA 22964

Section III

Mowing/Trimming 3 Times Monthly (approximately every ten days)		
Faber Collection Center	366 Cove Valley Lane	Faber, VA 22938
Massies Mill Collection Ctr.	921 Tan Yard Road	Roseland, VA 22967
Rockfish Collection Center	136 Rockfish School Lane	Afton, VA 22920
Shipman Collection Center	11535 James River Road	Shipman, VA 22971
Nelson Memorial Library & Tourism Dept.	8519 and 8521 Thomas Nelson Hwy.	Lovingston, VA 22949

- b) Lawns will be mowed and/or trimmed to no less than 3.0 inches in height when cut.
 c) Mowing of the Courthouse Green is not permitted when the Circuit Court is in session, or when the Board of Supervisors meet, or at such other times when mowing will interfere with business being conducted in the Courthouse.

- d) Invoicing for mowing and trimming at all locations may be combined with the exception of the two (2) Piney River pumping stations which must be invoiced separately from all other locations.

IV. SCOPE OF WORK

- a) The Contractor shall be experienced in mowing and trimming services.
- b) All equipment used shall be in good condition with all safety mechanisms in place. Any equipment deemed unsafe will not be allowed on the property.
- c) All equipment operators assigned to each location shall be qualified to operate the approved equipment.
- d) Contractor is responsible for providing all fuel, oil, and maintenance to equipment furnished. No County facilities or tools will be used to maintain Contractor furnished equipment.
- e) The Contractor shall provide walkway clearing of all clippings after mowing and/or trimming.

V. SAFETY REQUIREMENTS: ALL SECTIONS

- a) The Contractor shall employ all necessary safety precautions to prevent damage to County or personal property. Any damages shall be immediately reported to the Maintenance Supervisor. Contractor negligence shall constitute Contractor liability.
- b) If at any time the County determines that proper safety measures are not being employed, the County reserves the right to stop work until corrective actions are taken by the Contractor.

VI. SUBMITTAL INSTRUCTIONS

- a) It is the sole responsibility of the bidder to have his/her bid submitted on time to the issuing department (Room #210) listed on page one (1). Any bids received after the designated time shall be considered non-responsive.
- b) Any bids received by telephone, email, or facsimile shall not be considered.
- c) All bids shall be signed in ink by an authorized representative of the firm.
- d) Bidders are required to provide pricing on every location within a section (i.e. Section I, Section II, and/or Section III) to be considered responsive. Failure to complete the Bid Form as required may result in the bidder being determined non-responsive.

VII. GENERAL CONDITIONS - (See Exhibit 1)

VIII. BID FORM - (See Exhibit 2)

IX. NON-COLLUSION STATEMENT - (See Exhibit 3)

VII. GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

2. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

3. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

4. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

5. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

6. Guarantee. The Contractor warrants and guarantees for the period provided in the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County

with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee. All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such “out-of-pocket” expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination. The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor’s right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor’s control and without Contractor’s fault or negligence.

11. Relationship of Parties. The Contractor’s relationship with the County shall at all time be that of an independent Contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor

on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees. Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor, its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement.

16. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance. The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Minimum limits for Contractor liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combines limit or excess umbrella general liability insurance policy. Contractor shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees and complying with the requirements of the laws of the Commonwealth of Virginia.

The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Faith Based Organizations. The County does not discriminate against faith-based organizations.

23. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

26. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the County.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral

or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

28. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

29. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

32. Construction Supervision. [] (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

33. Cooperative Procurement. [] (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

Invitation to Bid #2015-MTS, Mowing and Trimming Services - Due 2:00 PM, Wednesday, March 11, 2015.

COUNTY OF NELSON, VIRGINIA

VIII. BID FORM

To Purchasing Agent:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within thirty (30) calendar days from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY AND STATE: _____

FEDERAL ID NUMBER: _____

DATE: _____ PHONE: _(____)_____ FAX: _(____)_____

CELL: _(____)_____

RETURN THIS PAGE

The following form, or its equivalent created by the Bidder, must be used in returning the solicited bid for mowing and trimming services as well as weed control as specified in the Invitation for Bid document.

Nelson County reserves the right to reject all bids or award to multiple bidders in the best interest of the County.

SECTION I - Once Weekly	Mowing Cost (per Cut)	Weed Control Cost (per Application)
Courthouse Complex		

Subtotal Section I: \$ _____

SECTION II - Once Every Other Week	Mowing Cost (per Cut)	Weed Control Cost (per Application)
Dept. of Social Services		
Montreal Village Park		
Nelson County Maintenance Shop		
Blue Ridge Railway Trail		
Welcome to Nelson signs (2)		
Piney River Sewage Pumping Stations (2)		

Subtotal Section II: \$ _____

SECTION III - 3 Times Monthly (approx. every 10 days)	Mowing Cost (per Cut)	Weed Control Cost (per Application)
Faber Collection Center		
Massies Mill Collection Ctr.		
Rockfish Collection Center		
Shipman Collection Center		
Nelson Memorial Library & Tourism Dept.		

Subtotal Section III: \$ _____

Total of all Sections Bid: \$ _____

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IX. NON-COLLUSION STATEMENT

The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the County of Nelson of the Commonwealth of Virginia. Bidder also certifies by signing this Bid that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this Bid pursuant to such instructions and specifications, without exception.

By

Signature

Title

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