

**BID PROPOSAL AND SPECIFICATIONS**  
**FOUR (4) FORD MUSTANG GT FASTBACKS**

**BID # 2016-23233**

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**COUNTY COMMISSIONERS**

**JONATHAN BARFIELD, JR. CHAIRMAN**  
**BETH DAWSON, VICE-CHAIRMAN**  
**WOODY WHITE**  
**SKIP WATKINS**  
**ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**

**FOUR (4) FORD MUSTANG GT FASTBACKS**

**BID # 2016-23233**

**NEW HANOVER COUNTY**

Pursuant to General Statutes of North Carolina, Section 143-129, sealed bids will be received in the New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 up to **Closing Time: 2:00 P.M. EST, Thursday, July 30, 2015.**

**NOTES:**

- 1. Faxed and email submissions will not be accepted.**
- 2. A bid bond is not required.**

**CONTACT  
INFORMATION:**

**New Hanover County Finance Office  
Attn: Carrie Buttles, Purchasing Agent  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403**

**Phone: (910) 798-7402  
Fax: (910) 798-7806  
Email: cbuttles@nhcgov.com**

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**Section 1      Advertisement**

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NEW HANOVER COUNTY

REQUEST FOR BID

**FOUR (4) FORD MUSTANG GT FASTBACKS**

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids addressed to Carrie Buttles, Purchasing Agent, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**FOUR (4) FORD MUSTANG GT FASTBACKS-RFB # 2016-23233**” will be accepted until **2:00 P.M. EST, Thursday, July 30, 2015.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 502, Wilmington, North Carolina.

Instructions for submitting bids and complete requirements and information may be obtained at the County Finance Office during regular office hours or visit our website at [www.nhcgov.com](http://www.nhcgov.com).

The Board of County Commissioners reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Carrie Buttles, Purchasing Agent  
New Hanover County  
(910) 798-7402

Published:      Thursday, July 16, 2015

## Section 2 Instructions and General Conditions

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### 2.1 Schedule

Advertisement	<i>Thursday, July 16, 2015</i>
Deadline for Questions	<i>Thursday, July 23, 2015 at 3:00 PM</i>
Deadline for Receipt of Bids	<i>Thursday, July 30, 2015 at 2:00 PM</i> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28403 (Opening to be held in Conference Room 502)
Proposed Date of Award	<i>Tuesday, August 17, 2015</i>

### 2.2 Preparation of Bid Proposal

**2.2.1 Completion of Bid Form:** Bidders are directed to submit their bid on the bid proposal form contained in this bid package. Bidders are instructed to submit the original and one copy. All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been received and opened. **BIDS NOT SIGNED WILL BE REJECTED.**

**2.2.2 Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

**2.2.3 Warranties:** Bidder warrants that all goods furnished shall be free from all defects, and shall conform in all respects to the technical specifications established by the County. Bidder shall submit manufacturers' warranties against defects in materials and workmanship covering the goods bid upon.

If the County's specifications include a statement of the particular purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

### **2.3 Submission of Bid Proposal**

Submit one (1) original and one (1) copy of the bid in a sealed envelope properly marked **“FOUR (4) FORD MUSTANG GT FASTBACKS-RFB # 2016-23233”** and address to the County at the following address:

New Hanover County Finance Office  
Attn: Carrie Buttles, Purchasing Agent  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

**2.31** After the Bid issue date, all communications between the County and prospective Bidders regarding this Bid shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Carrie Buttles, Finance** by emailing [cbuttles@nhcgov.com](mailto:cbuttles@nhcgov.com) or faxing (910) 798-7806. All questions concerning this Bid shall reference the Bid number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum which will be posted to the County’s website at nhcgov.com. **All questions shall be received no later than 3:00 P.M., EST, Thursday, July 23, 2015.**

### **2.4 Condition of Goods**

All goods shall be new and in no case will used, reconditioned, refurbished, remanufactured, or obsolete equipment be accepted.

### **2.5 Trade Secret Confidentiality**

All bid proposals received and recorded at the bid opening are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the VENDOR while attempting to maximize the availability of information to the public.

### **2.6 Time for Opening Bids**

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

## **2.7 Withdrawal of Bids**

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

## **2.8 Award of Contract**

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the proposal for the performance of the contract. New Hanover County reserves the right to add or delete items or adjust quantities.

## **2.9 Considerations in Award of Contract**

In determining the lowest responsible bid in accordance with G.S. 143-129, the Board of Commissioners will consider, among other factors: modern, accepted practices; engineering, design, efficiency and workmanship; maintenance costs; availability of service and parts inventory; and performance (based on County's previous use of the same or similar equipment made by the manufacturer).

## **2.10 Price**

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required.

## **2.11 Place of Delivery**

All vehicles shall be delivered F.O.B. Destination, New Hanover County Sheriff's Office, Attn: Lieutenant David MacAlpine, 3950 Juvenile Center Road, Castle Hayne, NC. 28429.

## **2.12 Responsibility of Compliance With Legal Requirements**

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

## **2.13 Indemnity**

VENDOR shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or

relating to the work to be performed by VENDOR hereunder, resulting from the negligence of or the willful act or omission of VENDOR, his agents, employees and subcontractors.

#### **2.14 Addendum**

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be mailed to all bidders who are listed with the Finance Office as having received the bid package.

#### **2.15 Compliance With Bid Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

#### **2.16 Right To Reject Bids**

The County reserves the right to reject any or all bids.

#### **2.17 Purchase of Additional Equipment**

New Hanover County reserves the right to purchase additional vehicles for a twelve (12) month period from the contract date at the original pricing.

#### **2.18 Payment**

Payment will be made to the vendor once the vehicles have been accepted. The vehicles must be delivered as specified with warranty cards, dealer size parts, manuals and keys. The certificate of origin along with a copy of the invoice shall be delivered to: Lieutenant David MacAlpine 3950 Juvenile Center Road, Castle Hayne, NC, 28429 at the time of delivery. All documents for licenses and tags will be prepared by the County. NC Sales and Use Tax will be remitted directly to NC Department of Revenue by the County.

## **2.19 NHC Terms and Conditions**

### New Hanover County Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

**1. QUESTIONS CONCERNING THE PURCHASE ORDER:**

Contact the Bill To Department shown.

**2. PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered exceeding \$1,000 without a purchase order.

**3. PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted F.O.B. DESTINATION unless specifically indicated otherwise.

**4. INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.

**5. CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.

**6. PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.

**7. TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.

**8. QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the purchasing agent's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.

9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, 230 Government Center Dr. #125, Wilmington, NC 28403 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws. .

13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agree.

14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.

15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.

19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.

20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.

22. **E-VERIFY:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.

### Section 3 Primary Specifications

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- 3.1. **ITEMS TO BE PROVIDED** - For the furnishing and delivery of new 2015 vehicles with all manufacturers 'standard equipment and those features as detailed in the following specifications.
- 3.2. **VEHICLE TECHNICAL SPECIFICATIONS – 2015 Ford Mustang GT Fastback, 5.0 L Ti-VCT V8 Engine, 6-speed SelectShift Auto Transmission– NO SUBSTITUES**
  - 3.2.1. Quantity – 4
  - 3.2.2. **Packages**
    - 3.2.2.1. 300A
  - 3.2.3. **Exterior**
    - 3.2.3.1. Black
    - 3.2.3.2. Less Tape Stripe
    - 3.2.3.3. HID Headlamps with Signature Lighting
    - 3.2.3.4. 3.15 Limited Slip Rear Axle
    - 3.2.3.5. 18” x 8” Magnetic Gloss Paint/Machined Aluminum Wheels
  - 3.2.4. **Interior**
    - 3.2.4.1. Ebony
    - 3.2.4.2. All-Weather Floor Mats
    - 3.2.4.3. SYNC
    - 3.2.4.4. AM/FM Stereo/Single-CD
    - 3.2.4.5. Cloth Seats
  - 3.2.5. **Accessories**
    - 3.2.5.1. None Selected
  - 3.2.6. **Interior Features**
    - 3.2.6.1. Auto-dimming rearview mirror
    - 3.2.6.2. Manual climate control
    - 3.2.6.3. Cabin air filter
    - 3.2.6.4. Center console with full armrest
    - 3.2.6.5. Cup holders (2)
    - 3.2.6.6. Driver footrest
    - 3.2.6.7. Illuminated, locking glove box
    - 3.2.6.8. Chrome-accent 4 gauge instrument cluster
    - 3.2.6.9. Interior trunk release
    - 3.2.6.10. Center High-mounted dome lamp
    - 3.2.6.11. Leather-wrapped parking brake handle
    - 3.2.6.12. Sun visors with illuminated mirrors
    - 3.2.6.13. Power driver and passenger windows with global open
    - 3.2.6.14. Cloth front bucket seats
    - 3.2.6.15. 50/50 split folding rear seat
    - 3.2.6.16. 6-way power front-passenger seat
    - 3.2.6.17. 4-way adjustable front head restraints

- 3.2.6.18. AM/FM stereo with single CD player and 6 speakers
- 3.2.6.19. Audio input jack
- 3.2.6.20. SYNC
- 3.2.6.21. Two smart-charging USB Ports
- 3.2.6.22. Easy Fuel cap less fuel filler
- 3.2.6.23. Intelligent access with push-button start
- 3.2.6.24. MyKey
- 3.2.6.25. Powerpoints-2
- 3.2.6.26. Track Apps
- 3.2.7. **Exterior Features**
  - 3.2.7.1. Automatic headlamps with wiper activation
  - 3.2.7.2. Dual Bright exhaust with rolled polished tips
  - 3.2.7.3. HID headlamps with signature lighting
  - 3.2.7.4. LED sequential tail lamps
  - 3.2.7.5. LED fog lamps
  - 3.2.7.6. Mirrors-body-color with integrated spotter mirrors
  - 3.2.7.7. Raised blade deck lid spoiler
  - 3.2.7.8. Rear-window defroster
- 3.2.8. **Power and Handling**
  - 3.2.8.1. 5.0 L Ti-VCT V8
  - 3.2.8.2. 3.31 limited-slip rear axle
  - 3.2.8.3. Engine oil cooler
  - 3.2.8.4. Independent rear suspension
  - 3.2.8.5. Selectable-effort Electric power-assist steering (EPAS)
  - 3.2.8.6. Vented 4-wheel disc brakes
  - 3.2.8.7. 14" front brake rotors with 4-piston calipers
  - 3.2.8.8. 13" Rear brake rotors with single-piston calipers
  - 3.2.8.9. Electronic Line-Lock
  - 3.2.8.10. Launch control (requires manual transmission)
  - 3.2.8.11. Tire mobility kit
  - 3.2.8.12. Air extractor hood vents
  - 3.2.8.13. P235/50R18 tires
  - 3.2.8.14. 18" Magnetic Gloss painted/machined aluminum wheels
  - 3.2.8.15. AdvanceTrac with Electronic Stability Control (ESC)
- 3.2.9. **Safety**
  - 3.2.9.1. Rear view camera
  - 3.2.9.2. Dual front airbags
  - 3.2.9.3. Front-seat side-impact airbags
  - 3.2.9.4. Safety Canopy side-curtain airbags
  - 3.2.9.5. Driver's knee airbag
  - 3.2.9.6. Active Glove Box
  - 3.2.9.7. Personal Safety System for driver and front passenger
  - 3.2.9.8. LATCH (Lower anchors and tether anchors for children)

- 3.2.9.9. 3-point safety belt restraint system for all seating positions
- 3.2.9.10. Belt-Minder front safety belt reminder
- 3.2.9.11. SOS Post-Crash Alert System
- 3.2.9.12. Securilock Passive Anti-Theft system
- 3.2.9.13. Perimeter alarm
- 3.2.9.14. Illuminated entry
- 3.2.9.15. Remote keyless entry
- 3.2.9.16. Individual Tire pressure monitoring system
- 3.2.10. Single Key Locking System with minimum two (2) keys per vehicle
- 3.2.11. Each vehicle shall be delivered with a full tank of gas
- 3.2.12. The County shall be responsible for submitting NC taxes directly to the NC Department of Revenue and requesting NC license tags.
- 3.2.13. Vehicles must have new NC State inspections.
- 3.2.14. One set of dealer size Parts and Service manuals, either paper, CD or DVD format.
- 3.2.15. Delivery shall be made to New Hanover Sheriff's Office, 3950 Juvenile Center Road, Castle Hayne, NC. 28429.

**Section 3 Bid Proposal**

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**FOUR (4) FORD MUSTANG GT FASTBACKS**

**BID # 2016-23233**

*(The Deadline for Receipt of Proposals: Thursday, July 30, 2015 at 2:00 PM)*

<b>BID REQUIREMENT</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
(4) Ford Mustang GT Fastbacks with specifications outlined in Section 3 above <b>(Ford Mustang GT Fastback Only)</b> .	\$_____	\$_____

**ANTICIPATED DELIVERY DATE** \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I further certify that the proposed equipment meets or exceeds the minimum specifications as listed in this bid package.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State \_\_\_\_\_  
 Zip Code \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Email Address \_\_\_\_\_

## **Attachments to Proposal**

1. Exceptions to bid (if any)
2. E-Verify Form
3. Notice of Debarment

STATE OF NORTH CAROLINA  
AFFIDAVIT  
COUNTY OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (hereinafter Affiant), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2015.

My Commission Expires:

Notary Public (Affix Official/Notarial Seal)

**Debarment, Performance, and Non-Collusion Certification**

By signing this document I certify to the best of my knowledge and belief that (Name of Organization) \_\_\_\_\_, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Authorized Signature:	Date:

