



**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

Date: August 22, 2023

To: Prospective Bidders

Re: Public Works Bid 04-2023 Coliseum Seating

Sealed bids will be received in the college Business Office in Hanceville until September 13, 2023 at 1:00pm and opened as soon thereafter as practicable. The Business Office is located in the James C. Bailey Commerce and Continuing Education Building, 10<sup>th</sup> floor. Please be aware that Hanceville is a rural area and delivery of bids by carriers is not guaranteed by 1:00pm.

Please see specifications for complete information on items requested. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. Attachment hereto is a part of the bid and must be signed by the bidder. No prices shall include State or Federal Excise Taxes. No errors will be corrected after bids are opened. All bids must be legible, pencil not acceptable. FAX bids are not allowed. All bidders must use our form and show on the envelope THIS IS A SEALED BID. The original bid must be submitted. You may keep a copy for your files.

The College reserves the right to accept or reject all bids, or any portion thereof. If you have any questions, please contact Sheena Maxcy at [sheena.maxcy@wallacestate.edu](mailto:sheena.maxcy@wallacestate.edu) 256-352-7873.

A handwritten signature in blue ink that reads 'Mary Helen Ingram'.

Mary Helen Ingram  
Chief Financial Officer

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Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

Wallace State Community College requests your best bid price for the following Public Works bid for our coliseum seating. Completion and submittal of this bid document constitutes a **contract** with an agency of the **State of Alabama** and is **fully binding** when accepted by the college. **No changes or modifications** will be allowed after the bid opening.

**General Terms and Conditions:**

1. Bids shall be sealed when received (Alabama Code § 39-2-2). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered. No decision will be made at public opening.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for one year for complete bid evaluation.
5. College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the College. Bids will be awarded in a manner which appears to be in the best interest of College, in its sole discretion. Award will be issued to one vendor.
6. This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. The determination of acceptability, equivalency, or what best suits its need with regard to any product offered, rests solely with College.
9. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. Proof of automobile insurance, workmen's compensation, etc. may also be required (applicable for the delivery of materials, supplies, etc.) before bid is awarded.
10. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
11. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law and any other documentation included in the bid specifications.
12. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery Free on Board (F.O.B.) or additional costs associated with delivery, installation and set-up as requested in the bid.

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

13. All bidders are required to complete a Disclosure Statement and submit with bid package. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
14. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. Alabama law requires that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. This is not required with the sealed bid proposal but will be a requirement for the winning bidder.
15. All bids must be notarized.
16. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Wallace State Community College, Purchasing Coordinator, PO Box 2000, Hanceville, AL 35077, at least seven (7) days prior to bid opening. Questions can also be submitted via email at sheena.maxcy@wallacestate.edu. Answers to such requests will be given to all recorded bidders.
17. College may cancel this agreement at any time with 30 days written notice.
18. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials, goods, or equipment as applicable.
19. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
20. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer and clearly identified.
21. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
22. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
23. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Cullman County, Alabama.
24. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

25. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
26. As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to a contract resulting from this bid.
27. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
28. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
29. College reserves the right to purchase according to availability of funds.
30. College will not accept prepay terms for the items and services in this bid.
31. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama (Act 2012-491). Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
32. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
33. Bidders will be evaluated based upon price (US Dollars) and the number of satisfied requirements.
34. Items to be delivered to Wallace State Community College, 801 Main Street NW, Hanceville, AL 35077.
35. The following are required:
  - a. Performance Bond with penalty equal to 100% of project (Code of Alabama 1975, 39-1-1(a)) required at the signing of the Contract.
  - b. Payment Bond in an amount not less than 50% of the contract price (Code of Alabama 1975, 39-1-1(a)) required at the signing of the Contract.
  - c. A Bid Bond or cashier's check drawn on an Alabama bank payable to Wallace State Community College in an amount not less than 5% of the estimated cost or of the contractor's bid, but no more than \$10,000, must accompany the bidder's proposal.

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

**Specifications:**

**PROJECT**

- A. Project to include: Using the existing riser and floor mounted standards, replace seat bottoms and backs. Also included in the total bid price is the removal of the existing seats and backs.
  - 1. Typical applications include the following
    - a. New Seat bottoms and backs
    - b. Removal of existing seats and backs
  - 2. Special applications include the following
    - a. Fabric: Melon and Tides by D.L. Couch in Nexus Pattern
    - b. Use the existing Hussey Seating Standards

**MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION**

- A. Structural Performance: Engineer, fabricate and install fixed audience seating to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each audience seat unit.
- B. Manufacturer's System Design Criteria:
  - 1. Seats and Backs:
    - a. Shall embody a timeless sculptured appearance to harmonize with any architectural form or room decor.
    - b. Shall exhibit moderate compound contours for supportive comfort avoiding excess anatomical pressures.
    - c. Seat shall be semi-cantilevered, self-centering, automatic three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
    - d. Seat shall be tested and professionally certified through an independent testing laboratory to support and withstand an evenly distributed 600 lb. [272 Kg] static load without failure or irregularities that would impair usefulness.
    - e. Self-lifting seat shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without failure of seat mechanism or measurable component wear.
    - f. Seat shall be tested and professionally certified to withstand 10,000 impacts of a 40 lb.[18 Kg] sandbag dropped on the center of the seat from each of the following heights: 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm]. The rate of impacts shall be approximately 18 per minute with the total quantity of impacts equaling 40,000.
    - g. Back shall withstand an evenly distributed front or rear static load of 450 lbs. [205 Kg].
    - h. Back shall be tested and professionally certified to withstand, without failure, 40,000 swinging impacts each to the front and rear of the back by means of two opposing 40 lb. [18 Kg] sandbags. The sandbags shall be moved horizontally and equally for 10,000 cycles each at the following distances of 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm] at a rate of 35 cycles per minute.
    - i. Back shall withstand, without failure, an evenly distributed Horizontal Traverse Static Load of 200 lbs.[90.70Kg]. The load shall be applied to the top of the back at a 45-degree angle to the row of seats.

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

2. Materials (Flammability) shall satisfy applicable test, codes, standards, or requirements as follows:
  - a. Copolymer polypropylene shall have a burn rate of 1 inch [25.4mm] or less per ASTM 635.
  - b. Upholstery materials shall meet requirements as set forth in the state of California Bureau of Home Furnishings Technical Bulletin 117.
  - c. Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117
  - d. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.

**SUBMITTALS**

- A. Section Cross-Reference: Submit required submittals
- B. Project Data: Manufacturer's product data for each system. Include the following:
  1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
  2. Deviations: List of deviations from these project specifications.
- C. Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied
- D. Samples: Seat materials and color finish as selected by owner to match existing color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer.
- F. Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- G. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- H. Owner's Manuals: Provide Owner's maintenance manual and demonstrate operating procedures.
- I. Warranty: Manufacturers standard five-year warranty documents.

**QUALITY ASSURANCE**

- A. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- B. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
  1. Workers Compensation - including Employers Liability with the following limits:
    - a. \$500,000.00 Each Accident
    - b. \$500,000.00 Disease - Policy Limit
    - c. \$500,000.00 Disease - Each Employee
  2. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$2,000,000.00
- C. Manufacturer Qualifications: Manufacturer who has 10 years of experience manufacturing spectator seating equipment.
- D. Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to types required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.
- E. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

**DELIVERY, STORAGE AND HANDLING**

- A. Deliver fixed upholstered chair seating in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

**PROJECT CONDITIONS**

- A. Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

**WARRANTY**

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
  - 1. Warranty Period: Five years from Date of Substantial Completion.
  - 2. Beneficiary: Issue warranty in legal name of project Owner.
  - 3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

**MAINTENANCE AND OPERATION**

- A. Instructions: An owner's manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
  - 1. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
  - 2. Periodic annual inspections and required maintenance of each seating system shall be performed according to the owner's manual to assure safe conditions.

**PRODUCT**

- A. Product: Hussey Quattro Chair System manufactured by Hussey Seating Company, U.S.A.
  - 1. Model: Quattro
  - 2. Series: Classic
  - 3. Back Foam: 2" [51mm]
  - 4. Seat Type: Polymer
- B. Product Description/Criteria:
  - 1. Number of Chairs: 253
  - 2. Number of 21" Seats and Backs: 104
  - 3. Number of 22" Seats and Backs: 115
  - 4. Number of 20" Seats and Backs: 34

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

5. Number of Chairs in Fabric Melon by D.L. Couch in Nexus Pattern: 127
6. Number of Chairs in Fabric Tides by D.L. Couch in Nexus Pattern: 126
7. Fabric: Melon and Tides by D.L. Couch in Nexus Pattern

**C. Materials**

1. Cast Aluminum: AA - 380
2. Steel Tubing: ASTM A513
3. Steel Sheet/Coil: ASTM A607
4. Mechanical or Adhesive Concrete Anchors: SAE grade 2
5. Exposed Hardwood Lumber: Wood Species: Birch
6. Concealed Plywood: Engineered Wood Association PS1-95 2000: Poplar
7. Exposed Plywood: Hardwood Plywood ANSI/HPVA-1 2000: Birch
8. Medium Density Fiberboard: ANSI A208-2-1986
9. Plastic Laminate: NEMA LD3.1-1985, GP 48
10. Polyurethane Foam Padding: ASTM D-3574
11. Fabric: Melon and Tides by D.L. Couch in Nexus Pattern
12. Molded plastic: Injection Molded copolymer polypropylene or nylon 6/6.

**D. Fabrication**

1. Upholstered Seats:
  - a. The seat assembly shall consist of a stylish padded and upholstered top surface, a polypropylene bottom shell with dual contours, and a dual sprung lifting mechanism. Seat shall have the ability to achieve a full fold position when rearward pressure is applied. Superior comfort shall be derived through careful ergonomic engineering.
  - b. Upholstery Pad: The upholstered seat topper shall consist of a 5/8" thick formed ply form base with contoured molded polyurethane foam padding and fabric upholstered cover. Seat padding shall be properly contoured to support the body without causing discomfort. The upholstered seat cover shall exhibit a high degree of tailoring and will be affixed to the base with upholstery staples.
  - c. Seat Mechanism: Seat lifting mechanism shall use lubricated lifting springs to provide whisper quiet fail-safe operation. The seat structure shall rotate on a 3/4" [19mm] spanner bar to assure shaft alignment and eliminate binding due to irregular floor conditions. Seats shall be certified to withstand 350,000 lifting cycles and a 600lb static load without failure.
  - d. Standard Bottom Cover: Seat shell/bottom shall be constructed of polypropylene plastic to provide a durable yet aesthetic design. The cover shall protect the mechanical parts of the lifting hinge and upholstered seat topper. The shell / bottom shape shall compliment the overall design of the chair.
  - e. Seat Foam: Standard
  - f. Seat Cover Tailoring: Waterfall
2. Classic Series Back (Plastic Outer Back Cover)
  - a. The outer back panel shall be constructed of injection molded polypropylene Plastic. The panel shall be no less than 27" in length and conceal the rear and sides of the upholstered inner panel. The panel shall extend below the rear of the seat to protect the chair occupant s back.
  - b. The inner upholstered panel shall be 5/8" (15mm) 11 ply thick-formed hardwood with an ergonomically engineered contour. The wings for attachment of chair back to standard shall be not less than 14 ga (1.9mm) and will be attached via concealed fasteners. Wings shall position



**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the seat. Chair back upholstery shall exhibit a high degree of workmanship and customization.

- c. Back Shape and Height: Soft Square - 33": The top corners of the back are conically shaped for stylish looks and a timeless appearance. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The back surface shall be contoured to facilitate proper posture of a seated individual.
- d. Back Seat Foam Type: 2" cut
- e. Back Cover Tailoring: Waterfall

3. Seat Hinges:

- a. Seat hinges shall be fully contained within the seat pan and fitted with a pair of independent nylon bushings.
- b. Each of the independent seat hinges shall be fitted with double acting; self-centering, pre-loaded coiled seat return spring.
- c. Seat hinge and spring installation shall be designed not to require periodic adjustment or lubrication.

4. Finish:

- a. Finish for Steel / Aluminum Components: (Indoor) Material shall be pre-treated in an iron phosphate wash system prior to finish application. Finish shall be a specially blended polyester T.G.I.C./Epoxy powder coating with a minimum dry film thickness of 1.5 mils.
- b. Injection molded polypropylene or nylon: Shall be pigmented, in one of manufacturers standard colors and have a textured surface.
- c. Fabric: Upholstery material shall be 100% Marquesa Lana continuous filament Olefin yarn with one of manufacturer's standard fabric offerings.
- d. Color: Shall be per manufacturer's standards. Seating Contractor shall submit color samples for owner's approval prior to manufacture.

E. Fastenings

1. Chair Assembly

- a. All welds shall be made at the factory by welders that are certified on the equipment and process used.
- b. All structural connections shall be made with S.A.E. stress rated zinc plated or, black oxide steel bolts, washers and nuts.

2. Concrete Floor Attachment

- a. Chair stanchions shall each be attached by means of two 1/4"[6mm] mechanical wedge anchors set in holes drilled to a minimum depth of 2"[50mm] in the concrete.
- b. Wedge anchors shall be tested to ASTM E488 criteria and listed by ICBO and SBCCI. Wedge anchors feature a type 18-8 stainless steel split expansion ring and a threaded stud bolt body and integral cone expander, and a nut and washers. Stanchion shall be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

F. Concrete Riser Attachment

- 1. Chair stanchions shall each be attached by means of two 3/8"[10mm] threaded rods secured into concrete with a fast curing acrylic adhesive. Adhesive and rods are set in holes drilled to a minimum depth of 2 1/2"[64mm] in the concrete.

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

2. Threaded rods shall be of approved type with zinc-plate finish or made of stainless steel to suit environmental conditions.
3. Acrylic Adhesive shall be in conformance with ASTM Type IV, Grade 3, and covered by ICBO evaluation.
4. Stanchion to be placed on the bolts, stanchions to be permanently secured with a flat washer, lock washer and nut.

**ACCESSORIES**

- A. Standard Chair Numbers: Black text with gray background on a 23/32" x 2 7/32" [18.5mm x 56.5mm] elliptical Lexan plate. Plate fitted in a vandal resistant recess located in front edge of plastic seat cover and secured with adhesive.

**EXAMINATION**

- A. Verification of Conditions: Verify areas to receive fixed upholstered chair seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

**INSTALLATION**

- A. Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.
- B. General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

**ADJUSTMENT AND CLEANING**

- A. Adjustment: After installation completion, all equipment is to be adjusted for smooth and proper operation.
- B. Cleaning: Clean work area and remove debris from site.

**PROTECTION**

- A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

**TOTAL PROJECT COST PER BID SPECIFICATIONS: \$ \_\_\_\_\_**

**WALLACE STATE COMMUNITY COLLEGE  
INVITATION TO BID  
Public Works Bid 04-2023 Coliseum Seating (Rows 1-5)**

**PROPOSAL**

All pages of this bid must be submitted in a sealed envelope addressed to:

Mary Helen Ingram, CFO  
Wallace State Community College  
PO Box 2000  
Hanceville, AL 35077

Mark the outside of the envelope as follows:  
Sealed Bid # PW04-2023 Coliseum Seating  
Due Date: September 13, 2023 Time: 1:00PM

Bids will be received by the Business Office until the above date and time, then publicly opened and read aloud. No decision will be made at public opening.

**Bidder Certification:**

With my signature I hereby affirm that I have complied with the bidder procedures as described in this bid announcement and also affirm that I have not been in collusion with any other bidder or prospective bidder to restrain or otherwise avoid the competitive process.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name and Title of Bidder

\_\_\_\_\_  
DBA Name (if applicable)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City/State/Zip

**NOT VALID UNLESS NOTARIZED**

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

For report purpose only: Please check if minority owned business