

Bidders Company Name



Cayuga County Purchasing
160 Genesee Street

Auburn, NY 13021

Phone: 315-253-1501

Fax: 315-253-1586

Email: dcarr@cayugacounty.us

RFP 2019-23

REQUEST FOR PROPOSAL

CATERING AND HOSPITALITY
MANAGEMENT SERVICES
FOR
EMERSON PARK PAVILION
CAYUGA COUNTY, NEW YORK



Cayuga County

Purchasing Division
160 Genesee Street, Auburn, NY 13021-3446
(T) 315-253-1501 (F) 315-325-1586

REQUEST FOR PROPOSAL

December 9, 2019

Cayuga County Purchasing Division is issuing a sealed Request for Proposal (RFP) for Catering and Hospitality Management Services for the Emerson Park Pavilion located in Emerson Park, Auburn, NY.

Sealed Proposals: Contractor will deliver **one (1) original and eight (8) copies** to the following address:

**Cayuga County
Administration Office
Purchasing Division
160 Genesee Street
Auburn, NY 13021-3446**

By 2:00 pm on February 28, 2020

Proposals received after the above cited time will be considered a late bid and are not acceptable.

A mandatory pre-proposal walk through at The Emerson Park Pavilion, Emerson Park, Auburn, NY 13021 can be scheduled by contacting Don Carr at the contact information listed below. Walk through must be completed by February 21, 2020.

- Please direct purchasing, technical, and procedural questions regarding this RFP to Don Carr at 315-253-1561 or dcarr@cayugacounty.us.

Thank you for your interest.

I. PROPOSAL SPECIFICATIONS

Definitions:	“County”	is Cayuga County in New York
	“Bidder”	an individual or business submitting a bid to Cayuga County
	“Contractor”	one who contracts to perform work or furnish materials in accordance with a contract.

Proposal Terms:

- A. Cayuga County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualification and capabilities to provide the specified service, and other factors which Cayuga County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.
- B. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Appendix E, “Standard Provisions,” for Cayuga County.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, original proposal and eight (8) copies must be at the County Purchasing Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The compensation requirements stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.
- F. The County reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the County’s sole judgment, the best interests of Cayuga County will be so served.

II. Proposal Specifications

1. Facility Location

The Emerson Park Pavilion is located at Emerson Park on the northern end of Owasco Lake, 6914 East Lake Road, Auburn, New York 13021.

2. Description, Purpose and Opportunity

The original pavilion burned down in 1912 and a new and improved 253 foot by 65 foot colonial revival was erected in its place. The pavilion was host to daily dances and big band concerts with a trolley that carried people to and from the park every half hour. The 20 foot deep veranda running the length of the pavilion on the lakeside was considered, at the time, one of the biggest ever built. "Lakeside Park," as it was called, was sold to Mr. Fred Emerson in the 1930s and was renamed "Enna Jettick Park." In 1948, Mr. Emerson donated the park to Cayuga County.

The pavilion continues to be a popular place for weddings and social events.

Current features of the pavilion include:

- Located within an expansive 135 acre park with wide, unobstructed views of Owasco Lake
- Two ballrooms – one 116' x 53', capacity 450; second 40' x 60' which contains the original marble bar, capacity 150. One 20' x40' conference room seating 40
- Overall parking for 378 cars
- A veranda that runs the length of the building facing Owasco Lake.
- Adjacent, open lawn areas suitable for a tent
- Close proximity to Merry-Go-Round Playhouse – a seasonal, performing arts theater attracting over 60,000 patrons annually

With support from the Fred L. Emerson Foundation, Cayuga County completed a full-scale renovation of the facility in 2012. The County is seeking to license the facility to a qualified hospitality management firm to operate the facility for a 3 year contract commencing on January 1, 2022 ending on December 31, 2024 with the option to extend the contract for 3 additional 3 year terms.

3. Scope of Services

The County wishes to enter into an agreement with a firm or individual, "Contractor" to manage the rental of the facility for special events like weddings, anniversaries, graduations, proms, parties, outings, corporate associations and not-for-profit events. The Contractor would assume complete responsibility to publicize, schedule, stage and staff the events. The County grants exclusive rights to the management of the facility to a single Contractor.

The Contractor will work within developed specific policies and rules of operation for the facility consistent with current policies established for Emerson Park. The Contractor will be cognizant that the facility is located in a park that is open to the public and that park operations including other events will continue when the park is open, even when an event is scheduled in the Pavilion. The Parks and Trails Department will maintain its responsibility for opening and closing of the park. The County is, subject to a licensing agreement and subject to Parks and Trails Department approval, willing to place limits on the hours of operation to facilitate the special events described in this proposal. The Contractor will be allowed to post approved promotional material for activities at the Pavilion from a link on the County Website.

Specific Tasks (Provided as general expectations, however the signed contract will supersede all other documentation. Existing contract attached for references purposes only)

1. Publicize and market the availability of the facility (i.e., place ads in local newspapers).
2. Accept and respond to public enquiries regarding availability of the facility.
3. Accept reservations, deposits and payments.
4. Be responsible for the opening and closing of the facility prior to and subsequent to events.
5. Arrange additional parking for events that exceed the capacity of the existing parking lot and valet service to and from the off-site parking area to the Pavilion.
6. Supply and setup the equipment required for the contracted events: tables and chairs, china, silverware, glassware, etc. – whatever the function requires.
7. Provide food and beverages to be consumed at the all events and equipment needed for heating and/or food preparation.
8. Provide properly trained and adequate staff for all events and supervise their work.
9. Clean up after all events and remove all trash generated by the events from the site, including the pavilion and outdoor areas used by guests. Clean and restock the restrooms with paper products. Sweep and mop the floors and wash the windows in the pavilion (principal event area).
10. Establish operating procedures to reduce the likelihood of damage to County property.
11. Provide routine maintenance of all equipment within the envelope of the building.
12. Provide regular financial statements and payment to the County of an agreed upon revenue share.
13. Contractor to provide 2 free admission park programming events per year, open to the public in coordination with the Parks & Trails Department.
14. Perform any other duties that are required to ensure the safe, sanitary and legal operation of the facility in the public interest.

4. Proposal Requirements

Proposals are sought from firms with recognized expertise in hospitality management, catering and/or event planning. Submittals should include the following:

- Contractor’s name, address, telephone number, e-mail address, and name of primary contact person
- Statement of qualification and experience
- Resumes of key personnel
- List of client references
- Completion of Contractor Questionnaire (Appendix A)
- Proposed amendments to included contract terms must be included in proposal. Failure to provide amendments
- Current contract terms are presumed acceptable unless to proposed amendments are included with proposal

5. Contractor Selection

A mandatory pre-bid meeting will be held at the Emerson Park Pavilion on Wednesday, January 8, 2020 at 2:00 pm.

The County will review the submitted proposals and will select firms to meet with, in an interview format, to discuss the project and Contractor’s qualifications in greater detail. Those firms selected will be scheduled for interview on January 29, 2020. Final selection will be made by the Cayuga County Legislature on February 25, 2020. The selected Contractor will meet with the County to negotiate a contractual agreement as soon after the final selection as is reasonable.

The proposals should be submitted by:

2:00 pm Wednesday, January22, 2020.

Proposals should be submitted to:

Cayuga County
Purchasing Department
160 Genesee Street
Auburn, NY 13021-1586
Don Carr, Purchasing Director
(T) 315-253-1561 (F) 315-253-1586

Please provide one (1) original and eight (8) copies of the proposal.

PLEASE NOTE:

The proposal must be submitted in hard copy form. Facsimile and email transmission will not be accepted.

Please direct purchasing, technical, and procedural questions regarding this RFP to:
Don Carr, Purchasing Director at 315-253-1561 or by email at dcarr@cayugacounty.us

6. Preliminary Timetable/Schedule

RFP Issued	December 9, 2019
Mandatory pre-bid walk through	By appointment
Last day for questions.....	February 21, 2020
Proposal submittal deadline	February 28, 2020 at 2:00 pm
Candidate interviews	March 6, 2020
Selection recommendation.....	March 10, 2020
Presentation to Cayuga County Committees.....	TBD
Cayuga County Legislative Approval	March 24, 2020
Contract Award	April 1, 2020
Contract Start Date	January 1, 2022

Appendix A: Contractor Questionnaire (must be completed)

- 1. Describe the experience you/your organization has in businesses related to hospitality management, catering and/or event planning.

- 2. Describe your marketing, advertising and sales promotion plans to maximize the utilization of the Emerson Park Pavilion.

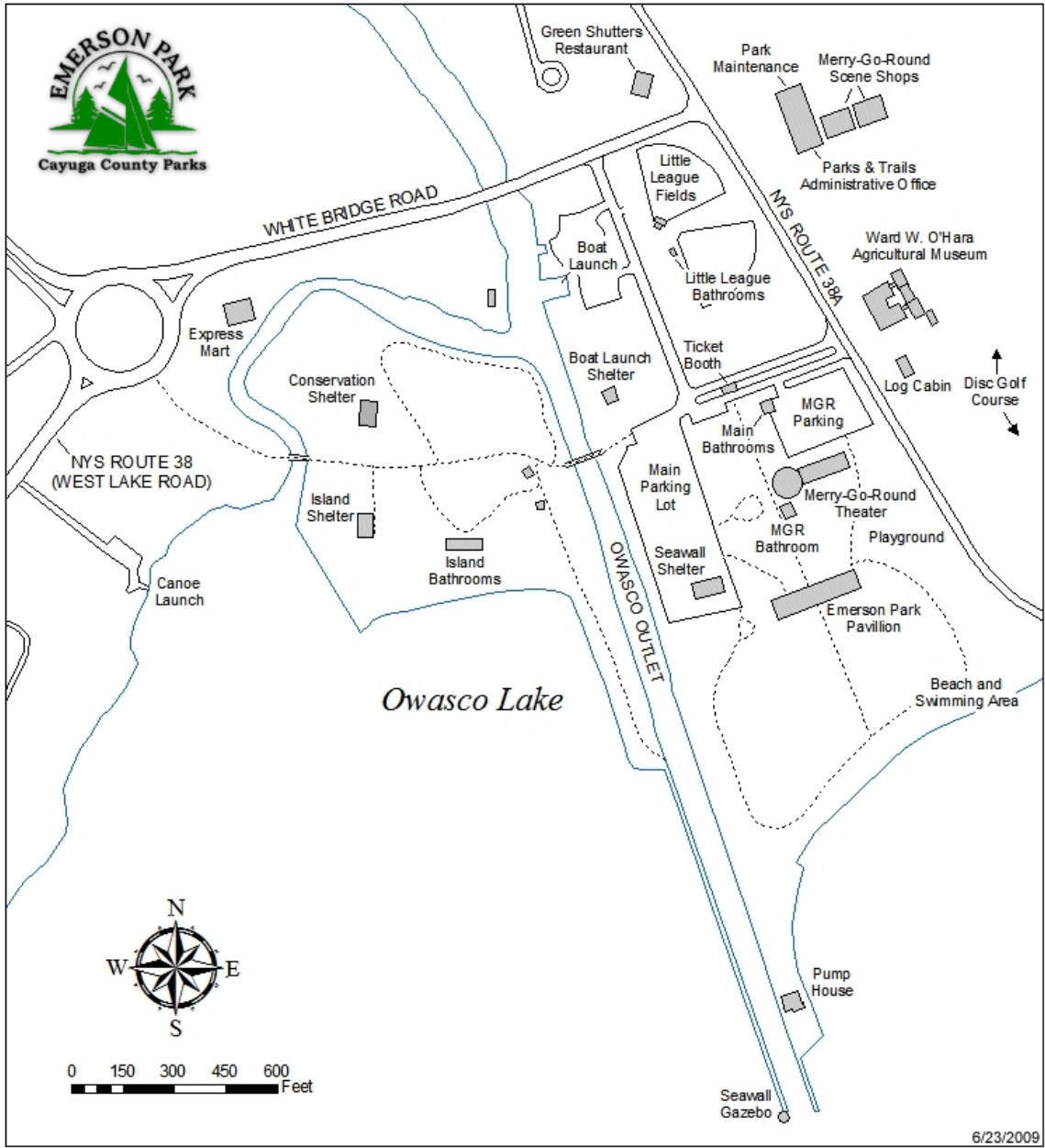
- 3. List the major equipment you own to equip the Pavilion for functions you would manage. List the other major equipment you would purchase.

- 4. In what other businesses are you financially interested?

- 5. Provide a financial statement, in accordance with generally accepted accounting principles, for your most recent financial year demonstrating an ability to manage the Pavilion. Financial statements that have been audited by an independent auditor are preferred.

Note: The Contractor will be required to provide an insurance certificate and sign a licensing agreement. The initial contract term will be from January 1, 2022 until December 31, 2024. Upon mutual agreement of both parties, the licensing agreement may be extended for up to three (3) additional three-year terms.

Appendix C: Site Map of Park



Appendix D: Financial Considerations

- A. This is a licensing agreement and not a lease.
- B. County is looking for a fixed annual rental fee, subject to escalations.
- C. Contractor will pay all utilities associated with the Pavilion.

Appendix E: Standard Provisions

1. All proposals shall be contained in sealed envelopes addressed to the Purchasing Agent of Cayuga County, 160 Genesee Street, 6th Floor, Auburn, NY 13021-3446.
2. Bidder must submit with proposal detailed specifications, circulars and all necessary data on items he/she proposes to furnish. This information must show clearly that the items offered meet all detailed specifications herein. The County Legislature reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If an item offered differs from the provisions contained in these specifications such differences must be explained in detail and the proposal will receive careful consideration if such deviations do not depart from the intent of these specifications and are in the best interests of the County of Cayuga as interpreted by the Legislature of the County of Cayuga.
3. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.
4. Prices shall include transportation and delivery charges fully prepaid by the successful proposer to destination indicated in the proposal. In any case, title shall not pass until items have been delivered and accepted by the County.
5. All proposals received after the time stated for the opening in the Request for Proposals Notice may not be considered and may be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.
6. The County reserves the right to request any additional information deemed necessary for the proper evaluation of proposals. Manufacturer's recommended list prices are required with the proposal.
7. In the event satisfactory proposals are not received, the Legislature reserves the right to consider alternative proposals containing deviations from county specifications. Proposers shall explain in detail where such alternatives deviate from the terms of the specifications as issued.
8. The Legislature reserves the right to reject any and all proposals not deemed for the best interest of the County and to reject proposals, which in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.
9. The Legislature of the County of Cayuga reserves the right to waive any informality or specification or do so on condition.
10. Project will be awarded as will best promote the public interest, taking into consideration the reliability of the proposer, price, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery, completion and training.
11. No contract hereunder shall, either in whole or in part, be assigned, transferred or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Legislature.
12. Should any material or equipment delivered fail to meet the specifications, the Legislature may, at their discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 10 days, to cancel the order and terminate the contract, in which event the county will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.
13. If the successful bidder fails to deliver within the time specified, or within a reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract consideration.

14. A contract may be cancelled at the successful proposer's expense upon non-performance or poor performance of the contract on ten calendar day's written notice.

15. Any and all awards resulting from the accepted proposal shall be for the complete project. Proposer may not rescind contract because of error or inability to supply through anticipated sources.

16. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cayuga appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

17. The successful proposer/contractor shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices.

18. Unloading and placing of equipment and materials is the responsibility of the successful proposer/contractor, and the County accepts no responsibility for unloading and placing of same. Any costs incurred due to the failure of the successful contractor to comply with this requirement will be charged to contractor. No help for unloading will be provided by the County and suppliers should notify their truckers accordingly.

19. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable) Quantity

Name of the Successful proposer/contractor

20. The successful proposer/contractor guarantees:

(a) Items furnished do not contain defective material or workmanship and will repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which contractor's workers are responsible, to the building or equipment, to his own work, or to the work of others.

(c) That the items delivered are standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered is guaranteed by the successful proposer/contractor against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful proposer/contractor agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful proposer/contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful proposer/contractor shall make any such replacement immediately upon receiving notice from the County.

21. The successful proposer/contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by war, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful contractor.

22. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law.

23. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

24. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.
25. Proposer must complete all forms that are a part of this request for proposals attached hereto and submit them with the proposal.
26. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before opening of proposals. Requests for written interpretations prior to opening must be presented, in writing, to the Purchasing Agent, 160 Genesee St. 6th Flr., Auburn, NY 13021, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening.
27. Any written interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of RFP Documents at the addresses furnished therefore, at least five (5) days prior to the date of the opening.
28. Failure of any proposer to receive any Addenda shall not relieve such proposer from any obligation set forth in the Addenda. All Addenda so issued shall become a part of the RFP.
29. Prior to the time and date of opening, the identity of proposers and the number of the proposals received may be kept confidential, being disclosed only to public officials when such disclosure is considered necessary for the proper conduct of the submittal process. If no proposals are received or if only one proposal is received within a reasonable time period, the County shall have the option to conclude that competition can be enhanced through revision of the specifications, postponement of the opening date, or in some other way.
30. Qualifications of Proposers. The proposer, by submitting a proposal, authorizes the County to make such investigation as they may deem necessary or advisable to determine any proposer's history as to responsibility or ability to do the work, and the proposer shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any proposal if such investigation determines that the proposer has a history, which would cause a reasonable person to question whether to contract with the proposer. Financial instability of a proposer may be one of the causes for non-award.
31. A conditional proposal may be considered informal and may be rejected.
32. A pre-proposal meeting may be held at the option of the Purchasing Agent.
33. Bid Bond If applicable. A bid bond or certified or cashier's check payable to the County of Cayuga, in the amount of 5% of the total bid price shall be submitted with each proposal as security for the performance of the contract. The check will be returned to all proposers except the apparent lowest proposer. The check will be returned to the successful proposer if and when the contract is satisfactorily completed.
34. Cooperative Bidding. Any officer, board or agency of a political subdivision or of any district therein, located in whole or in part in a county, authorized to make purchases of materials, equipment or supplies, or to contract for services, may make such purchases, or may contract for services, when available, through the county in which the political subdivision or district is located or through any county within the state. However, the County of Cayuga is not an agent of, partner to or representative of these outside agencies is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.
35. The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

NON-BIDDERS RESPONSE
RFP 2019-23

RFP # _____

VENDOR NAME: _____

The County of Cayuga is interested in ascertaining reasons for prospective vendor’s failure to respond to invitation to submit a proposal. If your firm is not/or has not responded to RFP #2019-23, please indicate the reason(s) why by checking any appropriate item(s) below and returning this form to the Clerk of the Legislature, County Office Building, 160 Genesee Street, 6th Floor, Auburn, New York 13021.

We are/did not respond to this RFP for the following reason(s):

- Could not meet Scope of Service;
- Scope of Service not clearly understood or applicable (too vague, too rigid, etc.);
- Our services do not meet specifications;
- Specifications not clearly understood or applicable (too vague, too rigid, etc.);
- Project not suited to firm;
- Insufficient time allowed for preparation of proposal;
- Incorrect address used;

Correct address is: _____

Other reason(s):

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Vendor Certification

RFP 2019-23

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

BID DOCUMENT CHECKLIST

Bid Title: Catering and Hospitality Management Services, RFP 2019-23

Items required (X) Items submitted with bid

↓ FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

- Bid guarantee (bid bond or certified/cashier's check)
- Certificate from a surety company (Insurance requirement)
- List of designated subcontractors
- Acknowledgment of receipt of addenda or revisions (if issued)
- Affirmative Action questionnaire
- Catalog/price list
- Product samples
- References
- Certified financial statement
- Certification of available equipment
- Signature Page – proposal form
- Other: Technical Specifications and Descriptive Literature
- Certificate of Non-Collusion (notarized)
- Statement of Understanding Procurement Lobbyist restrictions
- Vendor Responsibility Form

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST MUST BE RETURNED WITH ALL DOCUMENTS

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

RETURN COMPLETED VENDOR RESPONSIBILITY FORM WITH PROPOSAL

Statement of Understanding Procurement Lobbyist restrictions

in addition to attaching a copy of relevant rules and regulations and guidelines and procedures, a Governmental Entity must include a summary in its proposals, bid documents or specifications for all Procurement Contracts. Such language should be incorporated into the relevant documents.

Pursuant to State Finance Law #139-j and 139-k, this solicitation [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller ("restricted period") [conform for pertinent government entity] to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law #139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation [or conform to whatever location is used to identify designated staff]. Governmental Entity employees [conform for pertinent government entity] are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found [conform for how will provide copies of the rules, regulations, guidelines or procedures].

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law #139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law #139-j (3) and #139-j (6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

CERTIFICATE OF NON-COLLUSION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1. The prices in the proposal have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and;**
- 2. Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any other competitor; and;**
- 3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.**

A proposal shall not be considered for award nor shall any award be made where numbers 1, 2 and 3 above have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where numbers 1, 2 and 3 above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

Official Seal of Notary

This ____ day of _____ 2020

Signature of Notary

MUST RETURN WITH BID