

ADDENDUM NO. 1

ICE MACHINE AND LARGE CAPACITY ICE STORAGE BID PROCUREMENT

DATE: November 30, 2015

BID NO. 15/16-A2

CONTACT: Leslie Buchanan
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

GENERAL:

- A. This Addendum modifies, changes from or adds to the Project Manual dated November, 2015 and shall become part of the Contract Documents.

SPECIFICATIONS:

1. Specification Section 00020 Request for Bids: Delete the sentence "Procurement includes, but is not limited to, the following:"

and replace with:

"Procurement includes purchase and installation, but is not limited to, the following"

2. Specification Section 00200 Instructions to Bidders: Delete in its entirety and replace with the attached.

3. Specification Section 00300 Bid Form: Delete the Bid Form in its entirety and replace with the attached Bid Form.

QUESTIONS

1. Will you only accept the bid hand written and mailed? *As stated in section 00020, Bids need to be submitted in triplicate and sealed in an envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. 15/16-A2, ICE MACHINE AND LARGE CAPACITY ICE STORAGE BIN PROCUREMENT, to be opened 2:00 p.m., December 21, 2015", so as to guard against opening prior to the time set therefore.*

And also in Section 00200, Article 14 - SUBMITTAL OF BID, located in the Specification and Contract Documents.

2. Is the unit being delivered and installed? *This bid is for the purchase and installation of the ice machine and large capacity storage bin.*

ADDENDUM NO. 1 (Continued)

Page 2

3. Will the unit be installed at the Middleburg, Florida location? *Yes, the unit will need to be delivered and installed at:*

*Clay County Utility Authority
3176 Old Jennings Road
Green Cove Springs, Florida 32068*

4. Is there a unit that needs to be removed? *No*
5. Is water, proper electrical and drains located within five feet of where the unit is going to be installed? *Water, electrical connections and drains are located within approximately eight feet of unit location.*
6. You are asking for the cost for the deflector part #K00382. We are recommending deflector K00349 for this unit. Would you like both quoted? *Please only submit pricing for the items listed in the Specification and Contract Documents.*

END OF ADDENDUM NO. 1

**SECTION 00020
REQUEST FOR BIDS**

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., December 21, 2015, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

**ICE MACHINE AND ICE MERCHANDISER PROCUREMENT
BID NO. 15/16-A2**

The Project generally consists of furnishing all labor, materials, and equipment necessary to supply the system as called for in the Contract Documents. Procurement includes purchase and installation, but is not limited to, the following:

One (1) Manitowoc Indigo™ Series 1800 Ice Cube Machine, Large Capacity Ice Storage Bin and all appurtenances required for installation.

The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Parts selected by the Owner.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids will be opened at 2:00 p.m. local time, or as soon thereafter as possible, December 21, 2015 at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids will not be valid unless received by the Bid deadline and in a sealed envelope marked CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. 15/16-A2, ICE MACHINE AND LARGE CAPACITY ICE STORAGE BIN PROCUREMENT, to be opened 2:00 p.m., December 21, 2015, so as to guard against opening prior to the time set therefor.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed to the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, Attention: Leslie Buchanan (904) 213-2445

The BID DOCUMENTS may be examined at the following locations: Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068, [and/or] via the internet. To view and download the Bid Documents, please visit our web page at www.clayutility.org and click on current bids for instructions. All bidders shall be responsible for obtaining any Addenda issued prior to the bid. Any Addenda issued for this bid shall be posted on the web site for review.

Copies of the BID DOCUMENTS may be purchased for \$25.00 from Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068. Contact Leslie Buchanan at (904) 213-2445. Be sure to indicate CUA Bid No. 15/16-A2 when ordering the Bid Documents.

Bids require a five percent (5%) Bid Security in the form of a certified check, bank money order, or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUGGESTED INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACTS

Prepared by



and

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This document contains a suggested format and suggested terms and conditions that will be applicable in most situations. Additional information concerning the use of this and other EJCDC Procurement Documents may be found in the Commentary on the EJCDC Procurement Documents (EJCDC P-001, 2010 Edition).

For brevity in the text, the Standard General Conditions for Procurement Contracts (EJCDC P-700, 2010 Edition) will be referred to as "General Conditions."

For brevity in the "Notes to Users" referenced paragraphs of the Suggested Instruction to Bidders (EJCDC P-200, 2010 Edition) are referred to with the prefix "I", those of the Bid Form (EJCDC P-400, 2010 Edition) with the prefix "BF", those of the Agreement (EJCDC P-520, 2010 Edition) with the prefix "A", those of the General Conditions (EJCDC P-700, 2010 Edition) with the prefix "GC" and those of the Supplementary Conditions (EJCDC P-800, 2010 Edition) with the prefix "SC".

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Table of Contents

Article 1 - DEFINED TERMS.....	1
Article 2 - BIDS RECEIVED	1
Article 3 - COPIES OF BIDDING DOCUMENTS	1
Article 4 - QUALIFICATIONS OF BIDDERS.....	1
Article 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION.....	2
Article 6 - PRE-BID CONFERENCE	2
Article 7 - INTERPRETATIONS AND ADDENDA	2
Article 8 - BID SECURITY.....	3
Article 9 - CONTRACT TIMES.....	3
Article 10 - LIQUIDATED DAMAGES	3
Article 11 - “OR-EQUAL” ITEMS	3
Article 12 - PREPARATION OF BID.....	4
Article 13 - BASIS OF BID; COMPARISON OF BIDS	4
Article 14 - SUBMITTAL OF BID	5
Article 15 - MODIFICATION OR WITHDRAWAL OF BID	5
Article 16 - OPENING OF BIDS	6
Article 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE	6
Article 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT	6
Article 19 - CONTRACT SECURITY AND INSURANCE	7
Article 20 - SIGNING OF AGREEMENT	7
Article 21 - SALES AND USE TAXES	7
Article 22 - RETAINAGE	7
Article 23 - CONTRACT TO BE ASSIGNED	7

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. For the purposes of this document, the party identified as “Buyer” is the “owner” of the purchased goods. The term “Buyer” is used to be consistent with the Uniform Commercial Code (UCC).

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to ‘*Request for Bid*’ for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the *Clay County Utility Authority*.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder’s qualifications to furnish Goods and Special Services, within five days of Buyer’s request Bidder shall submit written evidence, such as financial data and previous experience.
- A. Ability to Perform: Any Bidder may be required, before the award of any procurement contract, to show to the complete satisfaction of the Buyer that he or she has the necessary facilities, ability and financial resources to supply the equipment outlined in the bid documentation within the specified time.

- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - C. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 5.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE – NOT APPLICABLE

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods or furnish *Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the *Clay County Utility Authority*.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

- 13.01 Lump Sum
 - A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
 - B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security. Also submit the following documents:
- A. W-9 Tax Payers Identification Form
 - B. Public Entities Crimes Statement
 - C. Required Bid Security
- 14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to:
- Leslie Buchanan***
3176 Old Jennings Road
Middleburg, Florida 32068

14.03 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be non-responsive. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- A. The *Clay County Utility Authority*, at its option, reserves the right to negotiate with the low bidder for the purpose of reducing the bid price by (1) deleting or modifying certain items, and/or (2) developing alternatives to the equipment design in an attempt to negotiate the bid price to an acceptable amount in relation to the *Clay County Utility Authority's* budget for the equipment.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.

18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

- A. **Cost** – A major [but not the only] consideration in the evaluation of the proposals;
- B. **Delivery** – The ability to deliver equipment in a reasonable period of time;
- C. **Service** – The capabilities, experience record and location of the parts and service department(s) and/or facility;
- D. **Warranty** – The extent and period of warranty coverage;
- E. **Effectiveness** – The extent to which the equipment accurately collects data;

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE – NOT APPLICABLE

ARTICLE 20 - SIGNING OF AGREEMENT

20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01 Buyer is exempt from *Florida* state sales and use taxes on materials and equipment to be incorporated in the Project. Said taxes shall not be included in the Bid.

ARTICLE 22 - RETAINAGE – NOT APPLICABLE

ARTICLE 23 - CONTRACT TO BE ASSIGNED – NOT APPLICABLE

SECTION 00300

**BID FORM
CCUA BID NO. 15/16-A2
CCUA PROJECT NO. 2015-111**

**ICE MACHINE AND LARGE CAPACITY ICE STORAGE BIN PROCUREMENT
CLAY COUNTY UTILITY AUTHORITY**

SUBMITTED BY: _____ DATE: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to fabricate and/or assemble any goods in full and complete any special services in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a lump sum basis and are to include all labor, materials, equipment and incidentals necessary to fabricate and/or assemble the goods, and deliver and install to the Point of Destination or to perform the special services as indicated in the contract documents. Procurement includes purchase and installation but is not necessarily limited to, the following:

CONTINUED ON NEXT PAGE

Manitowoc® Indigo Series 1800 Ice Cube Machine		Bidder Specifications
	Model ID-1802A	
	Air Cooled	
	208-230 volts	
	40 Amp	
	Single Phase	
	Ice Shape: $1 \frac{1}{8}'' \times 1 \frac{1}{8}'' \times \frac{7}{8}''$	
Manitowoc® Large Capacity Ice Storage Bins		Bidder Specifications
	Model F-1650	
	Dimensions: <ul style="list-style-type: none"> • Height – 63.5” • Width – 60” • Depth – 31” 	
Manitowoc® Ice Deflector		Bidder Specifications
	Model K-00382	
Manitowoc® Artic Pure® Water Filtration		Bidder Specifications
	Model AR-4000	
	1 micron particle reduction 40,000 gallon capacity	
	80 grams scale inhibitor	

Total Lump Sum Base Bid \$ _____

\$ _____

(Written)

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in a written order of the Buyer and shall deliver all materials and or equipment, or complete special services there under within the time schedule established in the Agreement. Buyer is exempt from Florida state sales and use taxes on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased to be incorporated in the Project. Said taxes shall not be included in the Bid.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid:

- 1) The required Bid Security.
- 2) W-9 Tax Payers Identification form
- 3) Public Entities Crimes Statement
- 4) Technical specification of equipment listed in the bid

AN INDIVIDUAL

By _____ (Seal)

(Signature)

(Print Name)

doing business as

Business Address:

Phone No: _____ Fax No: _____

A PARTNERSHIP

(Seal)

(Firm Name)

(General Partner/Signature)

(Print Name)

Business Address:

Phone No: _____ Fax No: _____

A CORPORATION

_____(Seal)
(Corporation Name)

(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

(Print Name)

(Title)

(Corporate Seal)
Attest _____

(Secretary)

Business Address:

Phone No: _____ Fax No: _____

A JOINT VENTURE

(Business Name)

By: _____
(Signature)

(Print Name)

(Address)

By: _____
(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

END OF SECTION