



# REQUEST FOR PROPOSALS

## Promotional Process for Sergeants & Lieutenants

### RFP #2009-05266-0911

March 6, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

**Scope of Services:** The successful offeror will develop, administer and evaluate written examinations for the positions of Sergeant and Lieutenant for the Newport News Police Department.

**Proposal Due:** **March 25, 2009 @ Close of Business (COB)**

**Contract Officer:** \_\_\_\_\_

Ayana K. Fields, Buyer II, (757) 926-3783, email: [afields@nngov.com](mailto:afields@nngov.com)

**AN ORIGINAL AND SIX (6) COPIES OF YOUR SUBMITTAL ARE REQUESTED**

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

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

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(This Form Must Be Signed. Signature must be original, not photocopied)*

## Conditions and Instructions

*(RFP Rev. 08-14-08)*

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
- a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**This public body does not discriminate against faith-based organizations**

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

**Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.**

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or

more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

18. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

19. If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Any Offeror not desiring to provide such products/services to other jurisdictions under this clause shall so indicate in their response.

**COOPERATIVE BIDDING**

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the offeror, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

**SVGPC Members:**

City of Chesapeake  
City of Hampton  
City of Newport News  
City of Norfolk  
City of Portsmouth  
City of Virginia Beach  
City of Williamsburg  
County of Gloucester  
County of James City  
County of King William  
County of York

Newport News Public Schools  
Williamsburg/James City County Public Schools  
York County Public Schools  
Christopher Newport University  
College of William & Mary  
Norfolk State University  
Old Dominion University  
Tidewater Community College  
Southeastern Public Service Authority  
Jamestown/Yorktown Foundation

Revised, 09/27/05

## Promotional Process for Sergeants and Lieutenants for the Newport News Police Department

### GENERAL

The City of Newport News is seeking proposals from qualified offerors to provide consultative services for their promotional process to include creating the promotional exam, study guide, post-test review and any associated reports. This Request for Proposals shall be the basis for establishing a blanket purchase order contract.

The Newport News Police Department (NNPD) is an accredited agency of 445 sworn officers and 161 non-sworn staff, with an annual budget of approximately \$45 million. The NNPD consists of three major bureaus and other special divisions:

- Administration and Support Operations Bureau
- Community Operations Bureau
- Investigations Bureau
- Duty Captain Detail
- Public Information Office
- Professional Standards
- Fiscal Services and Special Projects Division.

The mission of the Newport News Police Department (NNPD) is to provide law enforcement and crime prevention services in partnership with the citizens which restores and maintains a sense of security to the people and improves the overall quality of life in the community. The Newport News Police Department (NNPD) has the responsibility of safely and securely maintaining the City's law enforcement obligations. The number one goal is reducing crime and providing a safe environment for the citizens of Newport News.

### CONTRACT TERM

The initial contract period shall begin at the date of award through May 31, 2012. At the City's option, the contract may be renewed up to four (4) years in one-year increments.

### FIRM PRICING

Prices shall remain firm for the initial contract period. The City reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.

### PRICE ESCALATION/DE-ESCALATION

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at **least sixty (60)** days in advance of the contract ending date, an increase/decrease. Adjustments will not be automatic.

Should the City elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available, and not exceed 5% in any year.

Should the price change be granted and the City elects to renew the contract, the purchase order will reflect the changes.

### **SCOPE OF SERVICES**

Written examinations will be developed for two (2) positions: Sergeant and Lieutenant. ***Approximately thirty (30) Sergeants and approximately twenty (20) Lieutenants will be interested in the promotional process.*** It is requested that administration be no later than May 2009. The contractor will work closely with Newport News Police Department (NNPD) and the Department of Human Resources to identify relevant test orientation and test dates, test locations, other administrative details and will prepare candidates' test - score letters.

Offerors shall include recommendations for the development of written examinations including the format of the questions and answers and the number of questions to be included. The study sources will include the development of a complete reading list which will be established in concert with the Newport News Police Department. This list, and all references contained in it, must be received by the Newport News Police Department no later than 45 days prior to the examination administration date.

#### Promotional Testing and Evaluation Services

1. The contractor will be charged with providing the appropriate number of copies of the exam, the delivery of the exam, grading of the exam, and defense of the correctness of any of the questions contained in the exam. The contractor will provide an appeals process for the written component of the exam. These examinations will be developed in accordance with the reference materials suggested by the Newport News Police Department.
2. The contractor will be required, based on its job analysis, to recommend the particular position dimensions to be evaluated by the **written tests and assessment centers**, or other test processes as appropriate, and the passing score or passing method for the written examination.
3. The contractor, in consultation with the Newport News Police Department and the Department of Human Resources will recommend a cutoff score for the written tests and other components as determined by the offeror.
4. The contractor will be required to be on site to administer the **written examinations and assessments**. The contractor will provide the Department of Human Resources with a final list of test scores on the test date unless there are unresolved challenges.
5. A final technical report must be submitted by the contractor, which will include the results of the job analysis, the linking of the job analysis to the examination materials, an analysis of employee performance on the examinations, an analysis of response by questions (for the written exams), the process by which cut scores and weights were validated, and other relevant test data as required by the Uniform Guidelines on Employee Selection Procedures (41CFR60-3).
6. The award resulting from this RFP will be a three (3) year contract with an option to renew for four additional one-year periods if all terms and conditions remain unchanged and both parties so agree.

**QUALIFICATIONS:**

This project will require the firm to have the following qualifications:

- Five (5) or more years of related experience
- Experience working with municipal and law enforcement entities
- Strong knowledge and/or experience in requested service(s)
- Strong written, verbal and interpersonal communication skills
- Ability to meet required deadlines as demonstrated by prior project history
- Ability to provide a high level summary on the final report to Newport News Police Department and the Department of Human Resources.

**SUBMITTALS**

Submit *one* original unbound copy (conspicuously marked “ORIGINAL”) and six (total of seven documents) complete bound copies (including any/all special attachments, certifications, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror’s proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered *responsive* to the RFP:

- **The Request for Proposal document** with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
- Description of Firm – Provide a detailed description (resume) of your company, and qualifications (resumes) of your staff.
- Previous Experience/References – Provide previous experience in promotional testing design and administration in addition to a minimum of three (3) references for whom you have provided equivalent services to. References to include company name, contact person, address, telephone number, and project value. *If you do not feel comfortable disclosing the dollar amounts of past projects completed, then providing a cost range is acceptable.* (See reference section on next page).
- Flexibility/Understanding of Requirements/Capability – Provide a statement to support that your company has the capability in all respects to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.
- Outline of Proposed Program – The outline shall include sample questions, assessment instruments, and reports.
- Available Resources – The offeror will list their available resources such as staff, reference materials, and facilities.
- Cost

**REFERENCES**

**Reference 1**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

• **Additional Contractor Data:**

a. Years in Business supplying like services as outlined in these specifications:  
\_\_\_\_\_years \_\_\_\_\_months.

b. Business Location: proximity to the job-site; \_\_\_\_\_ miles.

Offeror maintains that he/she is able to provide qualified experienced personnel within a reasonable period of time perform the described work in an effective and efficient manner.

c. Briefly describe your company's size and organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

**Email Address:** \_\_\_\_\_

**Cell Phone(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization): Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information section*).

**EVALUATION CRITERIA**

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria (**listed in order of importance**):

- Previous experience and performance, and capacity of the offeror. This is to include years in business, and experience of staff. (Background of agency and staff)
- The ability to meet requested deadlines
- The expertise of key personnel
- Response of references
- Sample test questions
- Cost
  
- Responsive - The degree to which the offeror has responded to the purpose and scope of the specifications to include but not limited to services to be provided as detailed under scope of work above. Flexibility of offeror to meet the City of Newport News needs, and conformance in all material respects to this RFP. The completeness of the offeror's RFP submittal will be a key in determining the degree of responsiveness.
- Responsibility – The offeror who has the capability, in all respects, to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.

**EVALUATION PROCEDURES AND SELECTION METHOD**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “Contracting for other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>.

**AWARD**

Award will be made in accordance with Section 2-570, Award of the Newport News City Code. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. *When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to the more than one offeror.*

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)

**QUESTIONS**

Questions regarding this RFP should be directed to the Department of Purchasing, Ayana K. Fields by email: [afields@nngov.com](mailto:afields@nngov.com), or facsimile at (757) 926-8038, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

**DIRECT CONTACT**

**Direct contact with any City employee, including the Newport News Police Department without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

**DEBRIEFING**

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 a.m. – 5 p.m., Monday through Friday.

**TRADE SECRETS / PROPRIETARY INFORMATION**

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
  
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

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**ANTI-COLLUSION CERTIFICATION**

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_