



**CITY OF  
COVINGTON  
KENTUCKY**

**CITY OF COVINGTON, KENTUCKY  
INVITATION FOR BIDS  
PUBLIC WASTE RECEPTACLES**

**Issue Date:  
December 24<sup>th</sup>, 2018**

**Issuing Department:  
*NEIGHBORHOOD SERVICES  
SOLID WASTE DIVISION  
20 WEST PIKE STREET  
COVINGTON, KY 41011***

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**\*\*Bidder must complete and turn in with bid**

**I. ADVERTISEMENT FOR BIDS**

**Public Waste Receptacles**

The City of Covington, Kentucky (“City”) invites bids from qualified, competent, knowledgeable, and experienced providers that provide public waste receptacles as requested in this Invitation for Bid (“IFB”), in compliance with all applicable laws and industry regulations. Companies submitting bids must be prepared to enter into an agreement (“Agreement”) for the provision of requested goods as set forth in this IFB.

**Issue Date:** December 24<sup>th</sup>, 2018

**IFB Title:** Public Waste Receptacles

**Issuing Department:** City of Covington  
Neighborhood Services, Solid Waste Division  
20 West Pike Street  
Covington, KY 4011

**Contact:** Allison Hudson  
Procurement Officer  
(859) 292-2178  
[AHudson@covingtonky.gov](mailto:AHudson@covingtonky.gov)

Bids must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR PUBLIC WASTE RECEPTACLES - DO NOT OPEN WITH REGULAR MAIL.**"

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department  
First Floor Window  
City Hall  
City of Covington  
20 West Pike Street  
Covington, Kentucky 41011

**RESPONSES MUST BE SUBMITTED BY 9:00 a.m., Thursday, January 7<sup>th</sup>, 2019.**

Sealed bids will be publicly opened by the City Clerk or her designee in City Hall Commission Chambers, 20 West Pike Street, 1st Floor, at the above date and time. The Board of Commissioners reserves the right to reject any and all bids.

**II. TIME LINE OF EVENTS**

PROPOSAL SCHEDULE	DATE
Issuance of IFB; Solicitation for Bids	December 24 <sup>th</sup> , 2018
Deadline for Vendor Questions or Clarification.	January 3 <sup>rd</sup> , 2019. Modification/ answers to be posted by January 4 <sup>th</sup> , 2018, via <a href="http://www.covingtonky.gov">www.covingtonky.gov</a> .
Deadline for Submission	9:00 a.m., January 7 <sup>th</sup> , 2019.
Anticipated Award Date	Contingent upon Commission Approval

**III. BID STIPULATIONS AND REQUIREMENTS**

The City of Covington has prepared this Invitation for Bid (IFB) to solicit responses from Vendors who provide public waste receptacles for municipalities and public spaces.

**General Information**

The City of Covington, Kentucky is a Kentucky Home Rule Class city. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by the Assistant City Manager for Administration, in addition to various department heads and City staff, including a Police Chief, Fire Chief, Finance Director, City Solicitor and Director of Public Works.

The City has a number of boards and commissions pursuant to state law, local ordinance, or both. While some boards are comprised wholly or partially of City employees or officials, others are comprised of citizens of the City who are not otherwise employed by the City (e.g., Board of Adjustment, Code Enforcement Board, Urban Design Review Board).

**Bid Guarantee/ Award Procedure**

It is anticipated that a recommendation for award for this Bid will be made thirty (30) days after the Bid due date. All interested parties are required to guarantee their Bids as an **irrevocable offer valid for sixty (60) days after the Bid due date**. The City of Covington, Kentucky in its sole and absolute discretion shall have the right to award a contract for any or all items or services listed in each bid; The City shall have the right to reject any and all Bids, as it deems to be in its best interests, and to waive formalities and reasonable irregularities in submitted documents.

## Revisions

If it becomes necessary to revise any part of this Invitation, a written addendum will be made available to the public via publication to the City's website, [www.covingtonky.gov](http://www.covingtonky.gov). The City is not bound by any oral or written representations, clarifications, or changes by City's employees, unless such clarification or change is provided to all Bidders via a publicized addendum from an authorized representative of the City.

## Non- Discriminatory Statement

The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor/ provider based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01.

## Compliance with Laws

All respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this IFB.

## Subcontracting

The City is seeking responses from full-service providers. The requirements of this Bid shall not be subcontracted to other agents.

## Insurance Requirement

A. **Policies, Coverages, and Endorsements.** Vendor agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage and limits required by the Commonwealth of Kentucky. Prior to an award of contract Respondent will be asked to produce a copy of a valid Certification of Insurance.

a) Commercial General Liability

(1) Each Occurrence                      \$1,000,000

(2) General Aggregate                      \$2,000,000

B. **Subrogation.** A waiver of subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents and employees should be furnished to the City upon request, and prior to an award of service.

C. **Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance

which must be furnished to the City upon request, and prior to an award of service.

D. **Indemnification.** Vendor shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Vendor, the Vendor's personnel, its agents, and employees occurring during the performance of its duties.

### **Non-Compliance with Bid**

It is understood and agreed, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this IFB and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract; OR
- b. Require the Vendor to provide the goods or services as stated in their response at the proposed price.

### **Governing Law**

This IFB and any agreement resulting from this IFB shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this IFB or any agreement resulting from this IFB shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

### **Acceptance of Terms and Conditions**

By submitting a Bid, the Bidder acknowledges and agrees to be bound by the terms and conditions herein.

### **Response Request Disclaimer**

This IFB does not commit the City to enter into a contract, or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Bid or in anticipation of a contract.

### **Conflicts of Interest**

By submitting a Bid, Bidder acknowledges that it is aware of the prohibitions against gratuities, kickbacks, and conflicts of interest as set forth in KRS

45A.455, and agrees that it shall not violate those provisions. The terms of KRS 45A.455, as set forth below, are specifically incorporated herein.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### IV. SCOPE OF WORK

##### 1. General Information.

- a. The City is soliciting Bids from qualified Vendors to provide per unit pricing on public waste receptacles that coincide with the streetscape of the City. The City anticipates needing a quantity of 200+ cans annually. The term of this agreement shall be for (1) one year with the option of a (2) two singular year renewals, for a total contract term not to exceed (3) three years. The City shall require ongoing coordination with the awarded vendor and the City's designated representative, prior to order and shipment.

##### 2. Technical Requirements.

- a. All waste and recycling receptacles and coordinating appurtenances must conform to the best practices known to the trade in strength, quality of material and workmanship and be subject to this specification in full. The specification will be construed as minimum.
- b. STEEL LITTER BASKETS. The minimum specification would meet or exceed the Victory Stanley, Model: S-42, galvanized steel receptacle, Finish Color: Powder Coated Black, Size: 36 gallon, mount w/ (3) in-line anchor holes.
- c. DIMENSIONS. Dimensions should meet or exceed: 38-5/8" x 19". 3/8" x 1" (10mm x 25mm) vertical solid steel bar; 1/4" x 2-1/2" (6mm x 64mm) horizontal solid steel bands; 3/8" x 3" (10mm x 76mm) steel support bars; 5/8" (16mm) solid steel top ring; leveling feet with a 3/8" (10mm) diameter threaded steel shaft.
- d. LINER. 36-gallon (136 liter) capacity high density plastic liner [weight not to exceed 6 lbs. (2.72kg)]. The Plastic litter Baskets Liners must be made of a durable plastic, designed to withstand repeated handling for emptying, have rounded bottoms and have a lip around the top and a handle on each side for easy handling and disposal of all litter.
- e. LIDS. Tapered formed lid firmly secured to receptacle base.  
CONTRACTOR to verify final lid choices with CITY upon an AWARD CONTRACT.

- f. ANCHOR KIT. Each receptacle must be accompanied by an anchor kit which must contain at a minimum three (3) anchor sleeves, (3) hex headed bolts and (3) washers to secure the steel litter baskets into concrete surfaces.

### **3. Warranty.**

- a. CONTRACTOR shall furnish a warranty for the painted and galvanized steel litter baskets and plastic litter basket liners provided under this Contract in accordance with the standard warranty regularly supplied, a minimum of one year. CONTRACTOR warrants that it will, at its own expense and without any cost to the CITY, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the unit is placed in service by the CITY.

### **4. Delivery.**

- a. CONTRACTOR shall deliver goods to the CITY at an agreed upon location, FOB destination. CITY reserves the right to review and inspect upon delivery and throughout the installation period. Should the CITY identify issues relating to workmanship, CONTRACTOR shall provide replacement parts OR replacement receptacle (in its entirety), all return shipping costs and associated delivery costs shall be carried by the CONTRACTOR.
- b. CONTRACTOR shall include anticipated turnaround time from order to shipment.

### **5. Pricing.**

- a. CONTRACTOR shall include per unit pricing for waste receptacles, inclusive of can, lid, liner, and anchor kit, alongside detailed specifications.
- b. CONTRACTOR shall include per unit pricing for additional quantities of plastic can liners.
- c. CONTRACTOR shall detail all discounts/ incentives/ cost reductions associated with quantity ordering and shipments.

## V. BID FORMAT

Bid shall be submitted on standard 8.5 x 11 inch paper with font size no smaller than twelve (12) point. **Bids shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked "SEALED BID FOR PUBLIC WASTE RECEPTACLES - DO NOT OPEN WITH REGULAR MAIL."** If possible, the City requests for Bidders to include a digital copy of their Bid documents, submitted via a USB drive or compact disc, to be enclosed in the sealed envelope with the physical bid. **An electronic submission copy of Bid documents is not required, but appreciated.** Bids shall consist of the following:

1. **Letter of Transmittal.** Which includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with the City, (d) current address (e) telephone number, (f) facsimile number, (g) email address, and (h) the signature of an authorized representative of the Respondent.
2. **Bid Response.** Should include detailed description of proposed product, including any/ all additional features that go above and beyond the requested specifications. Should detail how all requested specifications will be met and/or exceeded. Vendor may detail more than one option of product that, at a minimum, fulfills the specifications requested. Bid responses should include an anticipated timeline of delivery and product turnaround.
3. **Pricing.** Vendors should complete and return with its submitted response ***Attachment A. Product Pricing and Specification Worksheet.*** Listed pricing should be inclusive of all associated cost. Total proposed pricing should be inclusive of shipping, fees and associated taxes. ***The City of Covington, Kentucky is exempt from sales and use tax as a certified governmental entity.*** Vendors should make a point to include any available discounts or cost incentives available to the City.
4. **Sample Purchase Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
5. **Affidavits.** Bidder should complete and return with response both the 'Non-Collusion Affidavit' and the 'Campaign Finance Affidavit,' attached as exhibits to this Invitation. Bidders should include all completed pricing worksheets, attached as exhibits to this Invitation.
6. **Notice of Deviation.** *If Applicable.* Deviations from the requested product specs listed below must be expressly disclosed. Bids failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered. In accordance with KRS 45A.415, items considered equal to that named or described in the specifications may be furnished.

## **VI. EVALUATION PROCEDURES**

### **1. Mandatory Criteria**

The City will only consider proposals from Bidders who:

- a. Can demonstrate a proven track record of successfully and reliably providing similar services, and products, to similar entities.
- b. Are in good standing with the City, as that term is defined in Commissioners' Ordinance No. O-11-06.
- c. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
- d. Can demonstrate substantial compliance with this Request.

### **2. Evaluation Criteria**

An award of contract will be made to the lowest responsive and responsible bidder.

## **VII. RESPONSIVENESS OF BIDS**

### **1. Responsiveness**

The City shall only consider those Bids that conform to the material requirement of the City's request and that are submitted in the Bid format set forth above. A Bid will be considered conforming and responsive if it substantially addresses and promises to meet the requirements contained in this requestor any future reasonable requests made over the course of the selection process. The City may waive any non-conformance that is immaterial AND does not prejudice other Bidders.

### **2. Non-responsiveness**

The City will reject any Bids that materially deviate from the requested specifications OR, that due to any deviation from the Bid, prejudice other Bidders whose response substantially conforms to the requested specifications. This discretion is afforded to the selection committee and members of the Board of Commissioners.

## VIII. SELECTION PROCEDURES

### 1. **Selection Process: (see *Time Line of Events*)**

**1.1.1 Bidder Questions.** City shall answer any questions that Bidders may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Allison Hudson, Procurement Officer at [AHudson@covingtonky.gov](mailto:AHudson@covingtonky.gov). All answered questions shall be made available via the City's website, [www.covingtonky.gov](http://www.covingtonky.gov). It shall be Bidder's obligation to reference the City's website, as needed, prior to submission of a Bid. It is each Bidder's responsibility to read this Invitation in its entirety, and fully acquaint themselves with the scope of services outlined herein. The failure of the Bidder to do the foregoing does not relieve the Bidder from any obligation with respect to the Bid submitted. If any Bidder is in doubt as to the true meaning of any part of the specifications, the Bidder should submit a written request for an interpretation.

**1.1.2 Award.** An award of contract will be made to the lowest responsive and responsible bidder.

### 2. **Negotiation of Award.**

After the lowest responsible Bidder is identified, the awardee and the City will negotiate and execute the final terms of the agreement. Failure by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Bid.

## IX. ADDITIONAL INFORMATION

### 1. **Modifications**

The City reserves the right to modify this IFB through written addendum at any time prior to the Bid deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, [www.covingtonky.gov](http://www.covingtonky.gov), prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this IFB, the City will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the Bid; however, it shall be the responsibility of each submitting entity, prior to submitting a response to either (1) contact Sheila Fields, Solid Waste & Recycling Coordinator or (2) review the Invitation for Bid details at [www.covingtonky.gov](http://www.covingtonky.gov), to determine if any addenda were issued and to make such addenda a part of the submission of its Bid.

## 2. Competitive Bidding

It is the intent of the City that this IFB is conducted according to the competitive sealed bidding procedures set forth in KRS 45A.365. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

## 3. Exclusions

Accidental exclusions on behalf of the City in this request will not be held against the City as an extra cost of doing business. It is the responsibility of the Bidder to assure that all necessary information including costs of providing the described service herein are included in the Bidder's response. Any "hidden" fees or services intentionally excluded or added to a Bid to deceive the City will immediately disqualify the Bidder from this and any further business with the City.

## 4. Public Information Notice

All submitted Bids become the property of the City of Covington. The City retains the right to provide copies of responses to its staff, legal, technical, and financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by City staff.

**Please note that** all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Bidders should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Bidder's competitors

**ATTACHMENT A  
 PRODUCT PRICING AND SPECIFICATION WORKSHEET**

<b>Year 1</b>	<b>Item/ Specification</b>	<b>Cost/ Unit</b>
	<b>Discounts/ Incentives:</b>	
<b>Year 2</b>	<b>Item/ Specification</b>	<b>Cost/ Unit</b>
	<b>Discounts/ Incentives:</b>	
<b>Year 3</b>	<b>Item/ Specification</b>	<b>Cost/ Unit</b>
	<b>Discounts/ Incentives:</b>	

\* Costs should be inclusive of all associated fees (i.e. delivery, etc.).



- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said bidder in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

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

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL OF NOTARY HERE)

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
My commission expires \_\_\_\_\_.

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++



**ATTACHMENT D  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signed (Contractor)** \_\_\_\_\_

**Title/ Firm** \_\_\_\_\_

**Date** \_\_\_\_\_

Subscribed and sworn to before me this day of \_\_\_\_\_, 20 .

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires

**ATTACHMENT E  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

By the submission of this proposal, the prospective primary participant certifies to the best of his/her knowledge and belief, that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- (D) Have not, within a three-year period preceding this Request for Qualifications, had one or more public transactions (Federal, State or local) terminated for cause or default.

**Signed:**

**Printed Name:**

**Title:**

Subscribed and sworn to before me this day of \_\_\_\_\_, 20 .

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires