



Frankfort Plant Board

BID INVITATION #1699

ISSUED ON:

August 3, 2020

BY:

**THE ELECTRIC & WATER PLANT BOARD OF THE
CITY OF FRANKFORT, KENTUCKY**

FOR:

Painting of 25' – 38' Steel Poles

TO BE OPENED ON:

August 17, 2020 at 2:00PM

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III. ADVERTISEMENT FOR BID

**The Frankfort Plant Board
305 Hickory Drive
P.O. Box 308
Frankfort, KY 40602**

Separate sealed Bids for Painting of 25' – 38' Steel Poles will be received by the Frankfort Plant Board until 2:00 p.m. local time, August 17, 2020; and then opened and publicly read aloud.

Specifications may be examined at the following location:

Frankfort Plant Board
Service Center
305 Hickory Drive
P.O. Box 308
Frankfort, KY 40602

No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

For Bid Correspondence, contact:

**Jennifer Hellard
(502) 352-4422
jhellard@fewpb.com**

For Technical Correspondence, contact:

**Scott Hudson
(502) 352-4411
shudson@fewpb.com**

IV. INTRODUCTION

The Electric & Water Plant Board of the City of Frankfort, Kentucky issues this Invitation to solicit bids for painting of 25' – 38' steel poles and street light arms.

Please note instructions on Pages 5-12. Failure to adhere to instructions may result in rejection of bid.

**READ CAREFULLY -- BIDDER MUST PROVIDE ALL INFORMATION REQUESTED --
SIGN BID**

If an EEOC Certificate is included as a part of this documentation, it shall be executed and returned as a part of the bid response package. Absence of the EEOC Certificate indicates your organization already has the necessary compliance certificate on file with the Plant Board.

V. INSTRUCTIONS

PAINTING OF 25' – 38' STEEL POLES

IMPORTANT: READ ALL INSTRUCTIONS, TERMS AND CONDITIONS CAREFULLY.

1. SUBMISSION OF BIDS

- A.** The following certificates or notices are included as a part of this Documentation and shall be returned as a part of the bid response package.
- An Equal Employment Opportunity Compliance (EEOC) Certificate
 - A General Safety Program (GSP) Notice
 - A Drug free Workplace Compliance (DWC)
- B.** Each bid should be in a SEPARATE SEALED ENVELOPE and have typed on the envelope the INVITATION NUMBER, OPENING DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.
- Bids must be received in the office of the Frankfort Electric & Water Plant Board, Attn: Jennifer Hellard, 305 Hickory Drive, Frankfort, KY 40601 in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.
- C.** Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
- D.** Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable. Conditional bids are not acceptable.
- E.** It is the responsibility of each Bidder before submitting a Bid to:
- Examine the Bid and Contract documents thoroughly.
 - Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.

- Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
 - Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.
- F.** Each bid must be accompanied by Bid security made payable to the Owner in the amount equal to five percent of the Bidder's Bid, and in the form of a certified bank check or Bid Bond issued by a surety.
- G.** Retain one complete copy of the bid for your file and return original with your bid.
- H.** Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid after it has been opened.
- I.** All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the bid opening.
- J.** Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.

2. BID SCHEDULE/SIGNATURE PAGE

- A.** Bidders should quote on the basis of units stated in this invitation. Unit price should be entered and EXTENDED. In case of error in the extension of prices, the unit price will govern. For discrepancies between figures and written amounts, precedence will be given to the written amounts.
- B.** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C.** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D.** All names must be typed or printed below the signature.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner.
- B. In determining the lowest responsive and responsible Bidder, the following elements will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.
- C. When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Contract and other appropriate documents. Within 10 days thereafter, Contractor shall sign and deliver the copies of the Contract and attached documents to Owner with the required Bonds and Insurance. The Owner shall deliver two fully executed copies of the Contract to Successful Bidder, along with the Notice to Proceed subsequent to Board approval, at the earliest scheduled Board meeting.

- D. The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the Owner, and it is agreed that this sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract as hereinbefore provided. Bid Security deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

5. INSURANCE / INDEMNIFICATION / BONDS

A. INSURANCE

The Contractor shall take out and maintain during the life of this Contract such **Public Liability Bodily Injury and Property Damage insurance** as to protect himself and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor. Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance and pollution liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

Your policies should also:

- Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$2,000,000.00.
- Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky and is reasonably acceptable to us.

The **commercial general liability policy** should:

- Include commercial general liability aggregate limits of at least \$1,000,000.00 with the general aggregate limit applicable per project.
- Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.

- Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- Include no endorsements or modifications arising from explosion, collapse, underground property damage or work performed by subcontractors.
- Include a waiver of subrogation.

Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

Additionally, we require that your business will:

- Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability employer's liability and professional liability policies.

The **pollution or environmental impairment policy** should:

- Include limits of at least \$500,000.00 per incident and a \$500,000.00 aggregate.

Insurance, Workmen's Compensation

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require his Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

B. INDEMNIFICATION

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, and its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from

and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

C. PERFORMANCE BOND

A Performance Bond in the amount of 100 percent of the Bid Price along with corporate surety approved by the Owner will be required for the faithful execution of the Contract. A performance bond shall run for a period of one (1) year after final acceptance of work by the Owner.

6. RETAINAGE

A retainage of 10% will be withheld until final inspection and approval of project by Frankfort Plant Board representative.

7. PAYMENT REQUEST

Request for payment shall be submitted to the Owner. Requests for partial payment may be made on monthly increments. Failure to include requested weekly documentation might delay payment request.

8. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of this specification and all construction has operated satisfactorily for 30 calendar days the Contractor shall submit to the Owner a Request for Final Payment. Processing and issuing of the Final Payment to the Contractor will indicate acceptance of construction.

9. CONTRACT TIME

Frankfort Plant Board expects construction to be complete and ready for final payment within 120 days after giving a notice to proceed.

10. DRAWINGS & INFORMATION TO BE FURNISHED BY THE CONTRACTOR

Provided waste manifest if hazardous disposal of paint chips is required.

11. “AS-BUILT” DRAWINGS

Not Applicable

12. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

- A.** Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
- B.** Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property, to include precautions dealing with lead based paint.
- C.** Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

14. **KENTUCKY SALES AND/OR USE TAX: DO NOT ADD OR INCLUDE TAX. PURCHASE EXEMPTION NUMBER CT-37-103, SALES AND USE TAX.**
15. Retain one complete copy of the bid for your file and return original with your bid.
16. For information contact Jennifer Hellard, Purchasing Agent, at (502) 352-4422.

VI. Scope of Project

- Clean and paint approximately 70- 25'-38' Steel Poles.
- Lighting fixtures and brackets will not be painted.
- Frankfort Plant Board will provide cleaner, primer, and paint (reference Operating Procedures below).
- Frankfort Plant Board will provide MSDS sheets for cleaner, primer, and paint.
- Contractor will be responsible for scheduling.
- Map of downtown area to be provided.
- Contractor will be responsible for any state or city permits.
- Contractor must follow MUTCD.

VII. Operating Procedures

- Contractor will communicate project updates on a daily basis or as required.
- Contractor will follow all paint manufacture suggested procedures regarding cleaning, priming, and painting of poles.
- Contractor will provide and maintain vehicles and tools that are safe to operate and present a positive public image.
- Any rusted, blistered or peeling areas shall be scraped and wire brushed, then spot primed with rust inhibitor. Contractor shall follow all OSHA and EPA regulations or other regulatory requirements concerning capture and disposal of loose and old paint material. Assume old paint material is lead based.
- Paint for steel poles will be an Acrylic Enamel (water base). Paint and primer shall be applied in accordance to paint manufacturer's requirements. This includes temperature, thickness, viscosity and other application requirements.
- Contractor's price for this project will include cleaning and repainting poles with approved products.
- Lighting brackets and fixtures are not to be painted.

- A Utility representative shall inspect the work and serve as a project manager for the work. Any work that is determined to be unsatisfactory and / or below specifications shall be promptly reworked by the Contractor at the Contractor's expense. Any rework shall be done on the Contractor's own time so as not to adversely impact the normal work completion for which the Contractor has committed.
- Contractor will at all times allow access to any and every part of the Work to enable inspection of the same, and all equipment and material used in connection with the Work. Decision as to whether the Work completed conforms to this Agreement shall be final and conclusive.
- Contractor shall properly document any and all material and equipment failures.
- Contractor will determine hours of operation for the Contractor workforce.
- Any means of access considered by Contractor as essential for the Work shall be arranged by Contractor with the property owner / municipal contact. Such arrangements shall be entirely the responsibility of Contractor.
- Contractor will be responsible for scheduling of work with Municipal representatives. Contractor will coordinate with Municipal representatives for the removal and reattachment of customer signs, banners, etc.
- Contractor will be responsible for leaving the Work site clean and orderly. Contractor shall be responsible for the disposal of all debris resulting from inspection or painting activities. Any paint splatter damages or other property damages resulting from the actions of the contractor will be considered that of the contractor and will be contractor's responsibility for settlement.
- Contractor's supervision shall respond to any customer complaint arising from the Work performed within 24 hours of receiving notice of complaint. Contractor shall communicate the status of all complaints and claims.
- Contractor shall maintain continuous electrical service to customers during performance of the Work unless arrangements are made.
- Contractor shall instruct and require its personnel to preserve and improve relations with property owners, customers, and other members of the public.
- Contractor shall provide waste manifest of hazardous disposal of paint chips is required.

VIII. Safety

- Unsafe electrical conditions/tampering should be immediately reported and Contractor should not leave the site until the hazard is corrected or Contractor is authorized to leave. The contractor, at the Straight Time labor rate in the contract, will bill waiting time in excess of 30 minutes at a single occurrence. The contractor will work to develop a verifiable acceptable billing process.
- Compliance with all OSHA safety rules and procedures is required.
- Compliance with all local, state and federal rules and regulations governing the handling, storage, transport, application and disposal of lead paint products is required.

IX. CONTRACTOR QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a General Contractor?

2. List up to three (3) projects of this nature that you have completed and give the name, address, and telephone number of a reference from each. Also give the completed cost of each project listed.

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

4. Have you ever failed to complete work awarded to you? If so, please state where and why.

5. Please list up to three references giving the name of the reference, its address, telephone number and the name of the project. (List most recent project).

6. Give the name, address, and telephone number of an individual who represents each of the following who the owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

7. The following subcontractors are proposed to be employed to furnish portions of the work:

	NAME	ADDRESS	TYPE OF CONSTRUCTION	% OF TOTAL WORK
1				
2				
3				

Respectfully Submitted,

Signature

Title

X. BID Pricing

PAINTING OF 25' – 38' STEEL POLES

ITEM #	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1	70 poles	Painting of approximately 70- 25-38' Steel Poles	1 pole		

GRAND TOTAL \$ _____

SIGNED BY: _____ Date: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____

TELEPHONE: () _____ FAX: () _____

XI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

- B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS: _____

CITY: _____ *STATE:* _____

*Authorized Representative's
NAME (PRINT OR TYPE):* _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

XII. NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations and does this program embody the philosophies described above?

YES

NO

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS: _____

CITY: _____ *STATE:* _____

*Authorized Representative's
NAME (PRINT OR TYPE):* _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

If you received this as part of an Invitation to Bid, please return with your bid.

XIII. DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE

PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Testing Programs; and 2) AS a term of any contract, the Contractor agrees to comply with any such drug and/or alcohol testing that may be required by law.

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS: _____

CITY: _____ *STATE:* _____

*Authorized Representative's
NAME (PRINT OR TYPE):* _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

If you received this as part of an Invitation to Bid, please return with your bid.