

**NOTE: USE ONLY FOR GENERAL SERVICES AND/OR GOODS.  
PLEASE SEE MEMO TO JOHN FILCHAK FROM LISA GLADKE  
DATED SEPTEMBER \_\_, 2016**

NORTHEASTERN CONNECTICUT TRANSIT DISTRICT

[INVITATION TO BID/REQUEST FOR PROPOSALS]

FOR

[DESCRIBE SERVICES AND/OR GOODS]

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[BID/PROPOSAL] CONDITIONS & REQUIREMENTS

\_\_\_\_\_ [DATE]

[Bid/RFP number \_\_\_\_\_]

NECTD is an Equal Opportunity Employer

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ARTICLE I – GENERAL INFORMATION AND INSTRUCTIONS FOR [BIDDERS/  
PROPOSERS]

1. The Northeastern Connecticut Transit District (“NECTD”), will entertain [Bids/ Proposals] [IF PROPOSALS - which are not intended to be nor will be considered as bids, but only as Proposals] from interested firms to provide \_\_\_\_\_ [DESCRIBE SERVICES AND/OR GOODS], as described in more detail in Exhibit A, attached hereto and made a part hereof.

Those firms responding to this [Invitation to Bid (“Bid Documents”)/Request for Proposal (RFP)] shall demonstrate that they possess those qualifications as described in Exhibit B, attached hereto and made a part hereof. NECTD, at its sole discretion, shall determine which, if any, [Bid/Proposal] is in the best interest of NECTD. [Nothing contained in these Bid Documents/this RFP] is to be construed as creating any right in any [Bidder/Proposer] and NECTD may reject any or all of the [Bids/Proposals] received without prejudice.]

NECTD will enter into a \_\_\_\_\_ (\_\_\_) year agreement with the selected [Bidder/ Proposer]. A copy of the form of the agreement (the “Agreement”) is included with [these Bid Documents/this RFP] as Attachment A.

NECTD, upon a minimum of sixty (60) days’ notice prior to expiration of the Agreement, may require that the Agreement be temporarily extended on a month to month basis to the date of commencement of any successor Agreement, unless such temporary extension is deemed not to be in the best interest of NECTD. All other terms and conditions of the Agreement will continue to be applicable during any such temporary extension.

2. The [Bidder/Proposer] waives any right it may have to bring any claim, whether as damages or equity, against NECTD, its agents and employees, with respect to any matter arising out of any process associated with the [Bid Documents/RFP].
3. [Bids/Proposals] are subject to the requirements and policies herein contained, the laws of the United States of America, and the conditions, practices, regulations and laws of the State of Connecticut and the conditions, practices and regulations of NECTD.

The selected [Bidder/Proposer] shall be required to comply with all applicable equal opportunity laws and regulations of the State of Connecticut.

4. [Bids/Proposals] must be submitted in writing on the attached [Bid Forms/Proposal Forms] [shown as Forms 1 through 4 of [these Bid Documents/ this RFP], with any additional information the [Bidder/Proposer] may deem necessary to demonstrate to NECTD its financial strength, business reputation, reliability and any other attributes it considers important to the selection.

Please note that the requirements contained herein should be construed as a minimum only. Innovative modifications that may be in NECTD's best interest will be considered during the [Bid/Proposal] evaluation process.

By submitting a [Bid/Proposal], the [Bidder/Proposer] agrees that the company does not appear on the U.S. Department of Transportation list of ineligible contractors for federally assisted projects and, upon request, shall provide certification to that effect.

No [Bid/Proposal] will be accepted from, or an Agreement awarded to any person, firm, or corporation that is in arrears or is in default to NECTD upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to NECTD. Additionally, no Agreement shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contracts or agreement with NECTD.

5. **[Bids/Proposals] shall be mailed or delivered so as to be received no later than [TIME] on \_\_\_\_\_ [DAY AND DATE] to:**

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

**[Bids/Proposals] must be sealed and identified as “\_\_\_\_\_”. See Article II of [these Bid Documents/this RFP] for specific submittal instructions.**

[Bidders/Proposers] Responses shall be in sealed envelopes upon which a clear indication has been made of the [Bid Documents/RFP] reference title, as well as the date and time the [Bid/Proposal] is due. The name and address of the firm shall also appear on the envelope.

[Bids/Proposals] received after that time and date will not be considered.

6. The issuance of [these Bid Documents/this RFP] and receipt of the [Bid/Proposal] by NECTD in no way commits NECTD to any contractual agreements. NECTD will not be liable for any expenses incurred by a [Bidder/Proposer] in preparing a [Bid/Proposal]. NECTD reserves the right to reject any and all [Bids/Proposals].
7. NECTD reserves the right to waive technical defects in [Bids/Proposals], to reject any and all [Bids/Proposals], in whole or in part, and to make such awards, in whole or in part, including accepting a [Bid/Proposal] or a part of the [Bid/Proposal], although not the low [Bid/Proposal], that in its judgment will be in the best interest of NECTD.
8. NECTD also reserves the right to amend final terms and conditions of the applicable Agreement, when issued, with the selected [Bidder/Proposer], and to reject any or all

[Bids/Proposals] without cause or liability and to accept that [Bid/Proposal] which will, in its opinion, best serve the public interest and NECTD.

9. The selected [Bidder/Proposer] will be given five (5) business days from the date of receipt of the Agreement for review and signature. If, by the end of that five (5) business days period, NECTD has not received the executed Agreement along with any initialed and dated amendments to the Agreement that may be required by NECTD, the necessary insurance certificate, and corporate resolution, if needed, from the selected [Bidder/Proposer], NECTD may, at its option, rescind the selection and proceed with selection of another [Bidder/Proposer], if so desired. In such event, the previously selected [Bidder/Proposer] shall have no recourse against NECTD.
10. All [Bids/Proposals] in response to [these Bid Documents/this RFP] are to be the sole property of NECTD, and subject to the provisions of the Connecticut Freedom of Information Act ("FOIA"). [Bids/Proposals] will not be returned to the submitting [Bidder/Proposer] at any time.

The [Bidder/Proposer] understands that due regard will be given for protection of propriety or confidential information contained in all [Bids/Proposals] received.

However, [Bidders/Proposers] should be aware that all materials associated with the procurement are subject to the terms of FOIA and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for [Bidders/Proposers] to merely state generally that the [Bid/Proposal] is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that a [Bidder/Proposer] believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with FOIA must accompany the [Bid/Proposal]. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the [Bidder/Proposer] that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

11. The [Bidder/Proposer] agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and contractor financial statement data will be provided.
12. By responding to [these Bid Documents/this RFP], the [Bidder/Proposer] implicitly states that the [Bid/Proposal] is not made in connection with any competing firm submitting a separate response to [these Bid Documents/this RFP], and is in all respects fair and without collusion or fraud.

13. The Point of Contact (POC) for [these Bid Documents/this RFP] is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
email \_\_\_\_\_

14. Each [Bidder/Proposer] is responsible for making sure it gets the information it needs to make a responsible [Bid/Proposal] that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to \_\_\_\_\_, \_\_\_\_\_ prior to \_\_\_\_\_. A written request does not in any way diminish a [Bidder's/Proposer's] responsibility to get the information it needs to make a [Bid/Proposal].

Any questions or comments concerning [these Bid Documents/this RFP] must be directed only to \_\_\_\_\_ in writing. NECTD will attempt to reply, in writing, to any written questions that it receives within \_\_\_\_\_ (\_\_\_\_) business days of receipt. NECTD does not guarantee that [Bidders/Proposers] will receive responses to questions by any particular date. Copies of pertinent questions and related replies will be posted on \_\_\_\_\_. All verbal communications by any person regarding [these Bid Documents/this RFP] are to be considered as not binding.

Any modification to the [Bid Documents/RFP] will be made by Addendum. Any Addendum will be mailed to all persons that have requested [these Bid Documents/this RFP]. Each [Bidder/Proposer] shall confirm prior to submitting its [Bid/Proposal] that it has received all Addendum.

15. NECTD is the issuing source for [these Bid Documents/this RFP]. The successful [Bidder/Proposer] will be expected to sign an Agreement with NECTD.

16. The successful [Bidder/Proposer] must execute the Agreement in the form attached as Attachment A to [these Bid Documents/this RFP]. The terms, conditions and provisions of the Agreement are incorporated into and made a part of [these Bid Documents/this RFP]. Each [Bidder/Proposer] should be thoroughly familiar with all the terms, conditions and provisions of the Agreement.

17. **[OPTIONAL] [All prospective [Bidders/Proposers] that intend on submitting a [Bid/Proposal] must provide to NECTD by \_\_\_\_\_ a Statement of Interest. The Statement of Interest can only be submitted via \_\_\_\_\_ to \_\_\_\_\_.]**

18. **[OPTIONAL] [Pre-Bid or Pre-proposal meeting]** All interested [Bidders/Proposers] are required to attend [a MANDATORY/ an OPTIONAL] [pre-bid/ pre-proposal] conference to be held on \_\_\_\_\_ at \_\_\_\_\_.]

## ARTICLE II – SUBMITTAL INSTRUCTIONS

1. \_\_\_\_\_ ( ) identical copies of the [Bid/Proposal] shall be complete in all respects and typed. Each copy must include the items described in Exhibit B and in addition, these items.
  - A. Cover Letter,
  - B. [Bid/Proposal] Statement, Form 1,
  - C. [Bidder/Proposer] Qualifications and Related Services Questionnaire, Form 2,
  - D. Cost [Bid/Proposal], Form 3,
  - E. Non-Discrimination Certification, Form 4, and
  - F. [CONTRACTS WITH GOODS] Information on Goods containing recycled materials.
2. COVER LETTER: Introduce the [Bidder/Proposer] and provide a narrative description of the [Bid/Proposal]. The [Bid/Proposal] must include information to indicate whether or not the [Bidder/Proposer] has ever been declared bankrupt. If applicable, indicate the date, court jurisdiction, amount of liabilities and amount of assets.
3. [BID/PROPOSAL] FORMS: Complete the [Bid/Proposal] Forms, Forms 1 through 4, of [these Bid Documents/this RFP]. Include on the forms the legal name of the [Bidder/Proposer] and its principal place of business.

On Form 3, dollar values shall be clearly listed in U.S. currency and dollar values shall be stated both in words and numerical figures. Costs entered on all forms shall include labor, material, overhead, profit and any and all other associated expenses unless indicated otherwise.

The services requested in [these Bid Documents/this RFP] covers all personnel, equipment and services required to complete the services described in [these Bid Documents/this RFP], and shall also incorporate any other labor, [goods], materials, supplies, overhead, taxes and profit of the [Bidder/Proposer], and the [Bid/Proposal] Price shall be “all-inclusive.” NECTD shall be responsible for no other charges other than the prices set forth on Form 3.

[Bids/Proposals] shall be signed by the person, or persons, legally authorized to bind the [Bidder/Proposer] to a contract.

No charge will be allowed for federal, state, or municipal sales and excise taxes since NECTD is exempt from such taxes. Exemption certificates, if required, will be furnished.

All [Bid/Proposal] documents requiring an authorized signature must be uniformly signed by the same authorized person (i.e., spelling of name along with title and date) where applicable.

4. COST [BID/PROPOSAL]: Complete and submit the attached Form 3 by entering, in the appropriate spaces, the cost to be charged for all elements of this contract. If there is a discrepancy between the two stated amounts, only the written amount in words shall be considered. [PROPOSALS ONLY AND OPTIONAL] [This amount of expected compensation will be considered as an estimate and shall be subject to negotiation between NECTD and the selected Proposer.] The cost [Bid/Proposal] remains valid for ninety (90) days after the date of submission.

5. CONTRACT CERTIFICATIONS. Non-discrimination certifications must be included with the [Bid/Proposal]. The instructions and forms are also available at the State of Connecticut, Office of Policy and Management Internet site at:

[www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

6. [FOR CONTRACTS WITH GOODS] The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires NECTD to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that for contracts of \$10,000 or more with NECTD, NECTD specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>. If the [Bidder/Proposer] is submitting a [Bid/Proposal] for Goods that contain recycled materials, the [Bidder/Proposer] should include such information with its [Bid/Proposal] for Goods.



### ARTICLE III - EVALUATION OF [BIDS/PROPOSALS]

1. General: [These Bid Documents/This RFP] invites qualified firms to respond to the scope of [services and/or goods] described in Exhibit A. In preparing the response, [bidders/proposers] are reminded to adhere to the instructions stated herein.

NECTD will be evaluating each response in its totality with all elements contributing to the overall value of each response. Each response will be assessed by NECTD in relation to the standards and criteria stated herein, and to other competitive responses and NECTD reiterates its sole right to make its determination without condition based on factors it believes are deemed appropriate to award an Agreement.

2. Criteria: Each [Bid/Proposal] will be screened and evaluated as described in Exhibit C, attached hereto and made a part hereof. In addition, NECTD reserves the right to invite any or all responsive [Bidders/Proposers] for an interview. The evaluation of the written [Bid/Proposal] and the interview process will be used to select the successful [Bid/Proposal].

ARTICLE IV - [BID/PROPOSAL] SCHEDULE

NECTD expects to adhere to, but reserves the right to modify, the following schedule:

<u>[BID DOCUMENTS/RFP] SCHEDULE</u>	
Advertise [Invitation to Bid/RFP]:	[INSERT DATES]
Written questions received through:	
Respond to questions by:	
Submittal deadline	
Interviews (if applicable)	
Evaluation of [Bids/Proposals] on or about:	
[Bidder/Proposer] selection on or about:	
Agreement negotiation completed between Parties	
Execution of Agreement by the Contractor by:	
Award Announcement:	
Execution of the Agreement by NECTD:	
Agreement Starting Date:	

[BID/PROPOSAL] FORMS (QUESTIONNAIRES)

As listed in Article I – GENERAL INFORMATION AND INSTRUCTIONS FOR [BIDDERS/PROPOSERS] and explained in Article II – SUBMITTAL INSTRUCTIONS, all [Bid/Proposal] Forms must be submitted with the [Bid/Proposal].

EXHIBIT A

DESCRIPTION OF [SERVICES AND/OR GOODS] AND  
SCOPE OF [SERVICES AND/OR GOODS]

EXHIBIT B

REQUIREMENTS AND/OR QUALIFICATIONS OF  
[BIDDERS/PROPOSERS] FOR [BID/PROPOSAL]

EXHIBIT C  
SELECTION CRITERIA AND SCORING

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FORM 1  
[BID/PROPOSAL] STATEMENT

[BID/PROPOSAL] FOR  
\_\_\_\_\_ [DESCRIBE SERVICES AND/OR GOODS]

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Name of [Bidder/Proposer]:

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TO: Northeastern Connecticut Transit District

Pursuant to, and in compliance with, your [Bid Documents/Request for Proposals], we hereby propose to \_\_\_\_\_ [DESCRIBE SERVICES AND/OR GOODS]. This [Bid/Proposal] is a firm offer.

We understand that NECTD, at its sole discretion, shall have the right to rescind its selection and cancel all further negotiations prior to NECTD's execution of the Agreement.

We further understand that the selected [Bidder/Proposer], having approved the final draft of the Agreement, shall execute the Agreement in a proper manner and return the signed copies within five (5) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, NECTD, at its option may rescind its selection.

In either event, NECTD's decision shall be final, and it may proceed to select another [Bidder/Proposer], if it desires, and the previously selected [Bidder/Proposer] will have no claim or recourse against NECTD.

All items required in Article II and Exhibit B of the [Bid Documents/RFP] are attached hereto. In addition, we further understand and agree as follows:

1. That we have the capability to successfully undertake and complete the responsibilities and obligations as a successful [Bidder/Proposer].
2. We certify that to the best of our knowledge and belief that, we or any person associated with us in the capacity of owner, partner, director, officer, principal, project director, manager or any other position involving [DESCRIBE SERVICES AND/OR GOODS] being provided to NECTD:
  - 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 the date of this [Bid/Proposal] been convicted of or had a civil judgment rendered against us 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 government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above;
  - D. Have not, within a three-year period preceding the date of this [Bid/Proposal], had one or more public transactions (federal, state, or local) terminated for cause or default.
3. We certify that the information contained in the [Bid/Proposal] package and all supplemental information submitted by us is, to the best of our knowledge, true and is made in good faith. We understand that if we knowingly make any misstatement of fact, we are subject to revocation of all privileges and to such other penalties as may be prescribed by law.
  4. NECTD has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this [Bid/Proposal].
  5. NECTD reserves the right to negotiate final terms and conditions or modification of [Bids/Proposals], with any or all of the [Bidders/Proposers], and to reject any or all [Bids/Proposals] without cause or liability, and to accept that [Bid/Proposal] which, in its opinion, will best serve the public interest.
  6. The [Bidder/Proposer] shall execute a Contract, if offered, within five (5) calendar days after it is offered and to deliver all required insurance certificates at the time the Agreement is executed, and to start work on the date shown as the "Agreement Starting Date" in Article IV of the [Bid Documents/RFP], after receipt of a notice to proceed or execution of the Agreement by NECTD.
  7. The [Bidder/Proposer] agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and contractor financial statement data will be provided.
  8. The [Bidder/Proposer] understands that it shall not lobby any NECTD, State or federal official, employee, staff or agent on any matter regarding [these Bid Documents/this RFP.]
  9. The [Bidder/Proposer] shall furnish all services [and provide all goods] in accordance with this [Invitation to Bid/Request for Proposal] for the total price as provided on Form

3 Cost [Bid/Proposal].

Name of [Bidder/Proposer]		Date
Authorized Signature*	Title	
Address		
Address		
City, State, Zip Code		

\*Attach corporate resolution or power of attorney, if appropriate.

BLANK SPACE



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FORM 2  
[BIDDER/PROPOSER] QUALIFICATIONS AND RELATED SERVICES  
QUESTIONNAIRE

[BID/PROPOSAL] FOR \_\_\_\_\_ [DESCRIBE SERVICES AND/OR  
GOODS]

**[NEED TO REVISE BASED ON TYPE OF SERVICES AND/OR GOODS]**

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**FORM 2A**

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the [Bidder/Proposer].

1. Name of [Bidder/Proposer] exactly as it appears on the [Bid/Proposal] and as it will appear on the Agreement:

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2. Address of [Bidder/Proposer] and contact person for purposes of notice or other communication relating to the [Bid/Proposal]:

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Tel: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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3. How many years has this organization been in business under its present business name?

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4. How many years has this organization been in business as a company providing \_\_\_\_\_ [DESCRIBE SERVICES AND/OR GOODS]?

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FORM 2B [REVISE AS APPLICABLE TO SERVICES]

1. This firm is a:

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other, identify: \_\_\_\_\_

\_\_\_\_\_

2. If the organization is a corporation indicate the following:

A. Date of incorporation: \_\_\_\_\_

B. State of incorporation: \_\_\_\_\_

C. President's name: \_\_\_\_\_

D. Vice-president's name: \_\_\_\_\_

E. Secretary's name: \_\_\_\_\_

3. If the organization is an individual or a partnership, answer the following:

A. Date of organization: \_\_\_\_\_

B. Name and address of all partners (state whether general or limited partnership).  
Please attach additional pages as needed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_









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Is this financial statement for the identical organization named on the first page of this questionnaire? \_\_\_\_\_

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

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12. Dated at \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

Title:

Name of [Bidder/Proposer]: \_\_\_\_\_

Authorized Signature\*: \_\_\_\_\_

\*Attach corporate resolution or power of attorney, if appropriate.

FORM 3  
COST [BID/PROPOSAL]

[BID/PROPOSAL] FOR \_\_\_\_\_  
[DESCRIBE SERVICES AND/OR GOODS]

**[REVISE AS APPLICABLE FOR TYPE OF SERVICES OR GOODS]**

**[EXAMPLE ONLY]**

[The costs of this [Invitation to Bid/Request for Proposal] shall be negotiated as the basis for a predetermined annual costs contract. The costs below should reflect all program costs described in [these Bid Documents/this RFP]. If necessary, please attach any additional worksheets or other documentation to detail any proposed costing.]

1. Term 1: July 1, \_\_\_\_ – June 30, \_\_\_\_ .....: \$ \_\_\_\_\_

2. Term 2: July 1, \_\_\_\_ – June 30, \_\_\_\_ .....: \$ \_\_\_\_\_

3. Term 3: July 1, \_\_\_\_ – June 30, \_\_\_\_ .....: \$ \_\_\_\_\_

4. Term 4: July 1, \_\_\_\_ – June 30, \_\_\_\_ .....: \$ \_\_\_\_\_

Total Fixed Cost from July 1, \_\_\_\_ to June 30, \_\_\_\_ .....: \$ \_\_\_\_\_

The above cost [Bid/Proposal] remains valid for one hundred fifty (150) days after the date of submission. The [Bidder/Proposer] shall furnish all services [and provide all goods] for the period of July 1, \_\_\_\_ to June 30, \_\_\_\_, in accordance with this [Invitation to Bid/Request for Proposal] for the total price of:

Amount (words) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of [Bidder/Proposer] \_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Signature\* \_\_\_\_\_ Title

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_



City, State, Zip Code

\*Attach corporate resolution or power of attorney, if appropriate.

FORM 4  
NON-DISCRIMINATION CERTIFICATION

ATTACHMENT A  
FORM OF CONTRACT

4863820v1

ATTACHMENT A