

Request for Proposals

Recreation Master Plan

**Town of Pleasant Valley
Dutchess County
New York**

RFP Issued: June 10, 2010

Proposals Due: July 14, 2010

**Town of Pleasant Valley Town Board
Pleasant Valley Town Hall
1554 Main Street
Pleasant Valley, NY 12569**

I. Introduction

The Town of Pleasant Valley, New York is requesting the submittal of proposals from qualified consulting firms to prepare a comprehensive town-wide Recreation Master Plan. Although the Town currently operates an active recreation department and several Town Parks offering a diversity of programs and activities to residents, the Town lacks a comprehensive planning document that assesses current infrastructure and projected recreational needs to guide future programmatic decisions and capital improvement planning. The Town of Pleasant Valley Recreation Master Plan would create a roadmap for the Town to establish goals and priorities for the next ten to fifteen years.

The main objectives of the entire process, from data gathering to the culmination of the Plan itself, shall be to identify the values of the community, provide a Town-wide vision for recreation services, and establish strategic direction for delivery of best in class recreation and park services. The Recreation Master Plan is a living document that will give direction for future decisions regarding programs and facilities, and will be updated as the community evolves.

The Town seeks a recreation planning document that is clear, concise and visionary that is built upon the planning themes contained within the recently adopted Town of Pleasant Valley's Comprehensive Master Plan including consideration of design concepts, existing parks, amenities and natural resources identified in that Plan.

Background

The Town of Pleasant Valley Pleasant Valley is a rural-suburban community distinguished by its three main hamlet areas: Pleasant Valley (the town center), Salt Point, and Washington Hollow. The hamlets are surrounded by a landscape of farms, scenic vistas, parkland, residences and forests. The Town is located in the center of Dutchess County, in southeastern New York State. Approximately 9,716 residents live within the Town's 21,140 acres or 33 square miles.

The combination of small town charm, central location and close proximity to major transportation routes has turned Pleasant Valley primarily into a residential or bedroom community. Thus it is for this reason that a Recreation Master Plan is especially important for Pleasant Valley because recreational parks and facilities enhance the quality of life to the diverse community of residents and commuters who live here.

II. Request for Proposals

The Town Board is charged with the preparation of this Request for Proposals (RFP), and is also responsible for the review of all proposals received; conducting interviews with qualified persons and firms; and selecting a Consultant to prepare the Recreation Master Plan.

As outlined in section III (Scope of Work) below, this RFP requests proposals to perform several discrete tasks:

- Demographic analysis
- Inventory and analysis of existing recreation resources and facilities
- Inventory and analysis of existing recreation and parklands
- Identify potential recreation land opportunities
- Citizen needs assessment
- Cost analysis

- Recreation program assessment
- SEQRA review and analysis
- Recreation Master Plan and implementation plan

Qualified Consultants are encouraged to submit proposals to conduct one or all of these tasks, it being the intent of the Town Board that Consultants may bid on these tasks as a single bid, or may selectively bid on one or more of the tasks within their area(s) of expertise.

The Town Board reserves the right to select one or more firms to perform one or all of these tasks based on the Selection Criteria as set forth in section V of this RFP. The Town Board discourages the inclusion of excessively long resumes and biographical materials that do not add substantively to the Proposal or otherwise assist the Town Board in understanding the qualifications of the Consultant.

In order to assist the Town Board with the evaluation of proposals that are received each proposal shall use the following format:

1. Statement of Qualifications

A brief description of the firm submitting the proposal, including: full business name, legal status (corporate, partnership or sole proprietor), number and type of employees, specialties, and longevity. List similar projects and the specific personnel who worked on them that are proposed to work on this project. Include past projects name and client, year completed, dollar amount and telephone number of a contact person at the entity the work was performed for that possesses direct knowledge of the referenced project. It is very important to include project management experience for the proposed project manager.

2. Project Team Members (Curriculum Vitae)

List any specialties and or strengths that make the Consultant and the personnel assigned to this project uniquely suited to the task of performing the work as outlined in this RFP. Provide an organizational chart of the employees proposed to work on this project, including the Project Manager who would be assigned to this project and who shall be the Town's main point of contact with the Consultant. This shall include a listing of each individual's relevant project experience in regard to the tasks and responsibilities they would perform in this project.

3. Project Schedule & Details

The Consultant shall provide a detailed proposed project schedule, depicting the start and completion time for each of the work scope items identified in Section III of this RFP. This shall include a detailed description of the Consultant's proposed approach, scope of services, and timeline to complete each task.

The Town of Pleasant Valley will publish notices for public meetings, record testimony and prepare written minutes. The Consultant shall be responsible for preparing minutes of any meetings and interviews.

4. Cost & Payment Schedule

The Consultant shall provide a detailed Project Budget, including estimated hours per task and billing rates for all personnel to be assigned to the project.

A total, not-to exceed dollar value for any reimbursable expenses associated with each individual task must be specified. A rate for each type of expense, such as mileage, printing expenses, etc. must be specified.

5. Alternative work items

The proposal may include a list of alternative work items listed as an additional cost. Each additional work item shall be clearly identified and related to the full description provided in the Consultant's technical proposal. Such alternative shall include a list of staff, hours, and cost estimated to complete the work item.

6. Non-Collusion Certification

Each proposal shall include a signed original of the Non-Collusion Certification attached hereto and made part of this RFP in Exhibit "A".

Proposals should be kept to a minimum size and be no more than 40 pages, single-spaced. Additional information beyond the 40 pages can be provided as a .PDF on a CD accompanying the proposal.

One original and nine (9) copies of the proposal shall be submitted no later than 12:00 PM EST on July 14, 2010.

The proposal shall be filed with the Town of Pleasant Valley Town Board, c/o the Office of the Town Clerk, either by U.S. Mail, overnight delivery, or in person at the Pleasant Valley Town Hall, 1554 Main Street, Pleasant Valley, New York, 12569.

The Town reserves the right to reject any and all proposals.

III. Scope of Work

The Town Board has established the following primary tasks for the creation of a Recreation Master Plan:

1. Demographic analysis

In this task the Consultant will assess all available data regarding the Town's demographic profile and provide a 10-year projection of resident age, gender, and income.

2. Existing Parkland and recreation facility inventory

In this task the Consultant shall compile an inventory of developed and undeveloped public parklands owned by the Town, the County, the State, and the Federal governments including town owned lands that are not designated for public use but that may be usable as parkland. This will include a written and graphic description of each parcel or group of parcels included in the inventory along with a map depicting the location of each parcel(s). In addition to commonly utilized resources, the consultant shall consult with all available maps prepared by the Pleasant Valley Open Space Committee in completion of this task. The inventory should include, but not be limited to, the following listed components:

- Public Parks and Facilities
- Undeveloped Land
- School Facilities
- Regional Parks and Open Space
- Private Parks and Open Space

- Existing and Future Public Trail Systems (within and surrounding the Town)

3. Potential parkland inventory

In this task the Consultant should identify undeveloped lands, not necessarily owned by the Town, which may have potential for recreation purposes.

4. Recreation program assessment

In this task the Consultant shall prepare an inventory of the recreation services and offerings in the Town, and shall prepare a demographic profile of the users of these services based on current recreation data and interviews.

5. Consultant conducts citizen's need assessment

Since the residents of Pleasant Valley will be the primary users of the proposed parks and recreation facilities, it will be essential to have their input. This would include an initial assessment of resident attitudes, interest, and needs as well as an eventual review of the proposed master Plan.

In this task, the Consultant will work with the Town Board, Recreation Department to develop a survey questionnaire. The survey may include both general and specific questions, as the success of this task is dependent upon answers that are based on a foundation of fact rather than general opinions. The questionnaire will be circulated to Town residents with the Consultant responsible for mailing/delivery of the survey to residents (the Town shall be responsible for the cost of mailing/delivery). The Consultant shall include a timeline for meetings to prepare and review the questionnaire as well as any related public workshop/public presentation meetings.

In addition to the survey questionnaire, Resident participation will be solicited through the following means:

- Interviews.
- Town Hall Style Meetings.
- Open house / Question and Answer viewing of proposed plan.
- Website announcements and availability of information.
- Any other meaningful and reasonable method the Consultant could use to provide every opportunity for resident participation.
- Consultant shall hold no less than two (2) community workshop meetings, advertised in a manner to encourage public participation.

6. Consultant analyzes collected data and citizens need assessment

In this task the Consultant will analyze the survey data and present the results in a format that can be used by the Town Board to prioritize the issues that will be addressed in the Draft Recreation Master Plan. The Consultant shall conduct meetings with the Town Board to analyze the data and the survey as well as any related public workshop/public presentation meetings.

7. Consultant prepares cost analysis

In this task, the Consultant will examine the cost of implementation of the various proposed recreation components.

8. Consultant prepares draft Recreation Master Plan

In this task the Consultant will participate in public workshops to present the results of the citizen's need assessment and any preliminary recommendations of the Consultant and the Town Board. In this task the Consultant shall also prepare a draft Recreation Master Plan based on the data collection, the citizen's need assessment survey, input from the community during the public workshops, and any additional analysis of data and mapping performed by the Consultant and approved by the Town Board. The Consultant shall attend meetings with the Town Board to prepare the draft Recreation Master Plan as well as any related public workshop/public presentation/public meetings.

9. State Environmental Quality Review Act

In this task the Consultant will assist the Town in preparation and distribution of documents relative to the SEQRA process, including preparation of a Full Environmental Assessment Form with Parts 1, 2, and 3, as appropriate, assistance with coordinated review and assessing the determination of significance relative to the project.

10. Consultant prepares final Recreation Master Plan

In this task the Consultant finalizes the draft Recreation Master Plan and presents the proposed draft document to the Town Board for further review and public hearings. Based on input from the Town Board and the public the Consultant shall prepare the final Recreation Master Plan. It is imperative that the Recreation Master Plan identify specific future tasks that must be completed in order to implement the recommendations of the Recreation Master Plan including but not limited to:

- Expansion of existing recreation programs to meeting existing and future demand, including cost projections.
- Establishment of new recreation programs to serve previously unidentified population(s), including cost projections.
- Facility upgrades and improvements to existing facilities, including concept layout plans and cost projections.
- Suggested additional facilities including concept layout plans and cost projections.
- Capital plan for the replacement of existing equipment and the purchase of new equipment for expanded and newly established recreation programs, including staffing and cost projections.
- Capital plan for the acquisition and improvement of new parkland, including cost projections.
- Identify potential funding and grant opportunities.

As noted above each of these tasks generally outline the work involved, and it shall be the responsibility of each consultant replying to this RFP to identify, with specificity, the tasks, sub-tasks, and meeting time for public workshops, public presentations, and public hearings, including a proposed timetable, to perform and complete the work outlined herein. This will include meetings with the Town Board, public workshops and public hearings. Consultants may suggest any additions to the Scope of Services they feel would

be beneficial to the Town however, the proposal cost may not be based upon provision of such additional services. The Town reserves the right to amend this Request For Proposals to include any such suggested services.

IV. RFP Questions

Specific questions regarding this RFP shall be submitted in writing and directed to: The Town Clerk, 1554 Main Street, Pleasant Valley, NY 12569.

Each and every written question received prior to the deadline will be assembled, posted on the Town website and receive written replies. Responses will be posted on the Town's website. It shall be the responsibility of each consultant replying to this RFP to check the Town web site for questions and replies. Questions and comments that are not in writing will not be accepted and will not receive a reply.

The Town also reserves the right to extend the time period for receipt of proposals in order to respond to one or more written question(s) and to provide adequate time for responding consultants to consider the reply(s) to such question(s). If the Town chooses to exercise this right, it will endeavor to do so five (5) days before the scheduled date for receipt of proposals. It is the responsibility of all interested Consultants to contact the Town Clerk for notice of any extensions in the scheduled date for the receipt of proposals. Notice of such changes will also be posted on the Town website.

In responding to this RFP, it is recommended that bidders review the 2009 Town of Pleasant Valley Comprehensive Plan. (Hard copy available at Town Clerk's Office and on the Town website www.pleasantvalley-ny.gov)

V. Deliverables

The Consultant shall prepare and submit the draft and final Recreation Master Plan documents in the following numbers and manner:

1. 20 copies of the Draft Recreation Master Plan as approved by the Town Board.
2. 20 copies of the Final Recreation Master Plan as adopted by the Town Board.
3. All materials to be provided in a Microsoft Office format as well as Adobe Acrobat's portable document format (file type *.PDF), latest version with integrated graphics.
4. All project documents, including notices, meeting minutes, etc., shall be provided in an Adobe Acrobat's portable document format (file type *.PDF) and made part of the Draft and Final Recreation Master Plan.
5. All documents shall be compiled so that they can be effectively printed in black and white.
6. All draft and final products of the work of this project shall be the property of the Town of Pleasant Valley.

VI. Proposal Evaluation

The written proposals shall be evaluated by the Town Board using the following criteria, listed in order of importance:

1. Organization, completeness and overall quality of the proposal.

2. The consultant firm's experience with communities with attributes similar to the Town of Pleasant Valley.
3. The relevant experience of the individuals proposed to perform the work.
4. Cost.
5. Schedule.

VII. Consultant Selection

The Town Board may select one or more firms to be interviewed. Interviews will include a presentation by the prospective Consultant of no more than 20 minutes. It is strongly encouraged that such presentations focus on the prospective Consultant's approach to this project and relevant examples of similar project approaches.

At the conclusion of the interview process, the Town Board will select the winning Consultant(s) and negotiate a contract subject to review and approval by the Attorney for the Town, for the selected services which contract shall include specific details regarding insurance requirements, timetable for commencement and completion of tasks, schedule for payments and deliverables, ownership of work product and documents, access to public records, confidentiality, non-discrimination requirements, and the general and specific responsibilities of the parties under the contract.

The Town reserves the right, among other options, to reject any and all proposals, reissue the RFP, interview, and/or negotiate scope and fees with one or more responding Consultants or firms, and/or request additional information from one or more Consultants or firms.

VIII. Insurance Coverage

During the term of the contract, the Consultant at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the contract. At a minimum, the Consultant shall provide and maintain the following coverage and limits:

- Worker's Compensation and Employer's Liability – The Consultant shall provide and maintain Worker's Compensation Insurance, as required by the laws of New York, as well as employer's liability coverage with minimum limits of \$500,000 per occurrence and \$1,000,000 in the aggregate. This insurance must include and cover all of the Consultant's employees who are engaged in any work under this contract.
- Commercial General Liability – The Consultant shall provide and maintain Commercial General Liability Coverage at a rate no less than \$2,000,000 per occurrence for bodily injury, Personal Injury, Broad Form Property Damage, Product Liability, Independent Consultants (if any), Completed Operations and Contractual Liability.
- Automobile – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$2,000,000 bodily injury and property damage and \$5,000,000 aggregate; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.
- All Risk Property Coverage – The Consultant shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage insurance Consultant may deem necessary to protect Consultant against loss of owned or rented capital equipment and tools. The Consultant's failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the Town of Pleasant Valley, its agents or employees, for any

looses. Any such insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the Town of Pleasant Valley and the Town of Pleasant Valley is to be held harmless by the Insured and this Insurance carrier."

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Consultant shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing New York laws or this contract. The limits of coverage under each insurance policy maintained by the Consultant shall not be interpreted as limiting the Consultants liability and obligations under the contract.

In addition, the policy or policies are to contain, or be endorsed to contain, the following provisions:

- Consultant's insurance is to be considered primary for losses that occur as a direct result of the Consultant's actions.
- Coverage shall state that the Consultant's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice to the Town of Pleasant Valley as an additional insured and Certificate Holder.

The Consultant must include a copy of their insurance certificate with their proposal package. Prior to award of this contract, the selected Consultant shall add The Town of Pleasant Valley as an additional insured and Certificate Holder to their insurance policy, at no cost to the municipality. The certificate of insurance relating thereto shall be submitted to the Town upon signing of the Contract. Coverage shall state that the Consultant's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' written notice to the Town of Pleasant Valley as an additional insured and Certificate Holder. All policies must be issued by an insured licensed and authorized to do business in the State of New York, and maintaining an office within the State of New York.

IX. General Provisions

- A. **NON-DISCRIMINATION:** The Consultant shall not discriminate against any individuals and will comply with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
- B. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Consultants in preparing or submitting proposals are the Consultants' sole responsibility. The Town of Pleasant Valley will not reimburse any Consultant for any costs incurred prior to award of this contract.
- C. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Consultants shall become the property of The Town of Pleasant Valley when received.

- D. **COLLUSIVE BIDDING:** Each bidder submitting a bid to the Town for the Work contemplated by this RFP shall execute and attach thereto a Certificate of Non-Collusion which affirms to the effect that the bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted as per Section 103-d of the General Municipal Law. The acceptable form of Certificate of Non-Collusion is attached to this RFP as Schedule "A".
- E. **GENERAL INDEMNITY:** The Consultant shall save and hold harmless, pay on behalf of, protect, defend, indemnify The Town of Pleasant Valley, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of The Town of Pleasant Valley or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Consultant or their employees, including losses, expenses or damages sustained by The Town of Pleasant Valley, as well as The Town of Pleasant Valley officers, agents, and employees from any and all such losses, expenses, damages, demands and claims. The Consultant further agrees to defend any suit or action brought against The Town of Pleasant Valley based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Consultant agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements set forth below ("Insurance coverage") The obligations of the Consultant pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Consultant.
- F. **ERRORS AND OMISSIONS:** The Consultant shall not take advantage of any errors or omissions in this RFP. The Consultant shall promptly notify the town of Pleasant Valley of any omissions or errors found in this document.
- G. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days following the submittal date, July 14, 2010. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays or problems.
- H. **PROPOSAL OPENING:** The proposal deadline is July 14, 2010 at 12:00 P.M. On that date and time the package containing the proposals from each responding Consultant will be publicly opened. At that time the name of the Consultant and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Consultant's pricing position. Neither can the assumption be made that the Consultant with the lowest price offered will be awarded the contract. See "EVALUATION CRITERIA" and "AWARD OF BID" for further explanation on the components involved with the award of this contract.
- I. **NOTIFICATION OF AWARD:** After all prerequisites and specifications have been

met by the Consultant and the award for the Town of Pleasant Valley Recreation Master Plan has been made, the successful Consultant will be notified within ten (10) business days of award. The Town of Pleasant Valley will notify the successful Consultant in writing, by a LETTER OF AWARD following resolution by the Town Board awarding the contract. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

- J. TERMINATION FOR CAUSE: The Town of Pleasant Valley reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The Town of Pleasant Valley elect to terminate this contract for cause, The Town of Pleasant Valley will notify the Consultant 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The Town of Pleasant Valley.
- K. TERMINATION WITHOUT CAUSE: The Town OF Pleasant Valley and the Consultant may terminate this recreation master plan contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
- L. CHANGES IN CONTRACT: There shall be no changes, alterations, or additions in the master plan contract without prior written consent of the Town of Pleasant Valley. This specifically includes the fixed price payment and per diem charges as outlined in the contract.
- M. FIXED PRICE: In the proposal, the Consultant will state that the fixed price paid by the Town to the Consultant shall include any and all expenses set forth by example herein, but not limited thereto, including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel within the Town. The said fixed price also includes expenses of the Consultant, its agents and/or employees for travel outside the Town.
- N. CONFLICT OF INTEREST: No director, officer, employee, agent, Consultant, or sub-contractor of the Consultant shall be deemed to be an agent, servant and/or employee of the Town of Pleasant Valley. The Consultant shall not employ as a director, officer, employee, agent, Consultant, or sub-contractor, directly or indirectly in any capacity, any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the Town of Pleasant Valley or any member of the immediate family.

The Consultant agrees that it will require all its directors, officers, employees, agents, Consultants, or sub-contractors, to be bound and adhere to the Code of Ethics of the Town of Pleasant Valley. The Consultant further agrees that it will require all of its employees to comply with all applicable laws relating to this agreement and it will provide relevant testimony regarding any phase of this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the

cause for immediate termination of the recreation master plan contract by the Town of Pleasant Valley.

- O. **ASSIGNMENT OF CONTRACT:** The Consultant shall not assign, convey, transfer, or delegate any of its responsibilities and obligations to this agreement to any person, corporation, partnership, association or entity, without the prior written approval of the municipality.
- P. **OWNERSHIP OF WORK PRODUCT:** All final written or tangible work products shall belong to the municipality. In the event of premature discontinuation of work, the Consultant shall agree to provide all existing work and data files to the municipality. Delivery of all files after the project is completed will be as outlined in Section 7 of this RFP.
- Q. **GENERAL LEGAL RESPONSIBILITY:** The Consultant must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future, during the term of the project, applicable at any time to the Consultant pursuant to its obligations in regard to this project. The Consultant and any of its sub-contractors, agents, servants, and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates, necessary for the performance of its obligations pursuant to the agreement.

EXHIBIT A

NON-COLLUSION CERTIFICATION

By submission of a proposal in response to this Request For Proposals ("RFP"), each vendor (i.e. "Consultant") and each person signing on behalf of any vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name of Firm:

Address of Firm:

Telephone:

By: _____
Signature of Representative of Vendor Firm or Corporation

Print or Type Name of Representative of Vendor Firm or Corporation

STATE OF _____)

SS.:

COUNTY OF _____)

On the _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC