



INSTRUCTIONS TO BIDDERS

The Association of South Central Oklahoma Governments (ASCOG), fiscal agent for the Southwest Oklahoma Impact Coalition (SOIC), welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions outlined below:

1. All awards are subject to final approval by ASCOG's Board of Trustees, or their designated representative(s).
2. Bids must be sealed and delivered to ASCOG's Workforce Development Division, 804 Main Street, Duncan, OK 73533 on or before the time and date stipulated in the Invitation to Bid document. All late bids will be rejected.
3. All bids must be signed by a duly authorized representative of the person, partnership, or corporation offering the bid. Failure to sign ASCOG's Invitation to Bid document will result in automatic disqualification of that bid. ASCOG reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.
4. Vendors may submit more than bid proposal. No penalty or credit will be given for submitting multiple proposals.
5. "Brand Name" product identification may occasionally be used to identify quality and characteristics of an item. Bids will be accepted on alternate items unless designated a "no substitute item" as long as complete written specifications are enclosed with the bid. ASCOG will not be obligated to consider alternate proposals submitted without this documentation.
6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms, and conditions offered in their bid. Bidders may submit written amendments or withdraw their proposal up to the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from ASCOG's list of vendors in good standing.
7. If this a bid is accepted by ASCOG, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of ASCOG and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to ASCOG on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. ASCOG may issue one or more "Purchase Orders" in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by ASCOG.
8. ASCOG retains the right to make an award on an "item by item" or "all or nothing" basis and to determine what constitutes the lowest bid meeting all specifications.
9. Requests for clarification on bid specifications should be address to ASCOG's Point of Contact identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written or e-mail addendum. All addenda become a part of the Invitation for Bid.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with ASCOG Point of Contact.

DELIVERY AND INVOICING INFORMATION

1. Delivery of all products and services must be completed by the date offered in this Invitation for Bid. Unless otherwise stated, partial deliveries will be accepted, provided ASCOG is invoiced only for the portion shipped. Failure to comply will delay payment as ASCOG pays all invoices only in full.
2. Invoices must be submitted to:
Accounts Payable, Workforce Development Division
ASCOG
PO Box 1647
Duncan, OK 73534-1647
Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.
3. On bids offered F.O.B. Origin, freight not allowed, all freight charges must be prepaid and added to the invoice. ASCOG will accept no collect shipments. All collect shipments will be returned to the shipper at his/her expense without penalty or re-stocking charge to ASCOG. All F.O.B. origin shipments must be fully insured for replacement cost.
4. All shipments must contain a packing list referencing ASCOG’s purchase order number.
5. Shipments will be made to multiple training institutions located in the SOIC Region. ASCOG will coordinate shipment and delivery with gaining training institution and verify receipt of the shipments. It is essential that shipment documents clearly provide gaining training institution ASCOG’s purchase order number and point of contact information. This will expedite verification of receipt and payment by ASCOG.
6. ASCOG is a tax exempt public trust in the State of Oklahoma. ASCOG ‘s tax exempt Oklahoma Permit Number is 510281.



INVITATION FOR BID NUMBER: SOIC000111

POINT OF CONTACT: Ray Friedl

PHONE: 580.252.0595

E-MAIL: frie_ra@ascog.org

DATE ISSUED: January 13, 2011

ITEMS/SERVICES REQUESTED:

1. Purchase of three (3) METIMAN wireless adult simulators with monitoring system, preprogrammed learning modules, and warranty.
2. Purchase of two (2) PediaSIM pediatric simulator with monitoring system, touchscreen monitors, preprogrammed learning modules, and warranty.
3. Purchase of one (1) BabySIM infant simulator with monitoring system, preprogrammed learning modules, and warranty.
4. Purchase of one (1) Noelle Birthing Simulator with monitoring system, learning modules, and warranty.
5. Purchase of six (6) Virtual Intravenous Simulators with Haptics Trainer, Computer, Anatomical Viewer, preprogrammed learning module, and warranty.

Sealed bids will be received at the Workforce Development Division, ASCOG, 804 Main Street, Duncan, OK 73533 until the time and date given herein and then publicity opened for reading and evaluation: Note that ASCOG retains the right to make an award on an item by item or all or nothing basis.

DATE AND TIME OF BID OPENING:

Wednesday, February 2, 2011 @ 2:30 A.M.--Central Standard Time

If this bid is accepted by ASCOG, in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of ASCOG and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to ASCOG on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. ASCOG may issue one or more "Purchase Orders" in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by ASCOG.

Delivery addresses will all be in Southwest Oklahoma and will be coordinated at the time the purchase order is issued.

Requested Delivery: March 7, 2011

Delivery Offered: _____

Payment Terms: Unless otherwise stated, NTE 30 days after receipt

F.O.B.: Origin—Destination

Estimated Freight Charge: _____

Telephone: _____

Fax: _____

Prices quoted are guaranteed for _____ calendar days from the date of bid opening under the terms and conditions offered in bid herein. (60 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the destination points(s) in Southwest Oklahoma specified on the Purchase Order when issued. **IF NOT SIGNED ON THE FOLLOWING PAGE, BID WILL BE DISQUALIFIED.**

(SELLER – Company Name)

FEDERAL TAX ID: _____

E-MAIL: _____

(Print or Type Name and Title)

(Authorized Signature)

(Company Address)

(City/State/Zip Code)

Bid is accepted for ASCOG by: _____ (Signature) _____ (Title) Items/Sections Accepted:

SPECIFICATIONS AND PRICING

ASCOG is soliciting bid proposals for the purchase and installation of: 1. Three (3) METIman adult simulators with monitoring systems, all required hardware and software, learning modules, and warranty; 2. Two (2) PEDIsim pediatric simulators with monitoring systems, all related hardware and software, learning modules, and warranty; 3. One (1) Baby-sim infant simulator with monitoring system, all related hardware and software, learning modules, and warranty; 4. One (1) Noelle Birthing simulator with monitoring system, all related hardware and software, learning modules, and warranty; and, 5. Six (6) Virtual Intravenous simulators with Haptics Trainer, Computer, Anatomical Viewer, learning module, and warranty. Bidders may bid on any or all of the items identified above.

Bids will be accepted on “new” equipment only. Remanufactured equipment will not be accepted.

Bids will be accepted on the equipment specified herein or approved equal equipment meeting or exceeding the specifications. The equipment described in this Invitation for Bid is identified by brand names and model numbers to facilitate the understanding of the level of quality and workmanship required by ASCOG. Identification by brand names or “approved equal” is in no way to be construed as a restriction or requirement that any item bid must be a specific brand or model. However, ASCOG does retain the right to make the sole determination of what constitutes an approved equal product meeting the specifications.

If you are submitting alternate product and models of equipment, you are required to include with your response detailed specifications on the brand(s) and models(s) offered. Failure to include this information will result in the disqualification of your bid.

All bidders are advised that the equipment offered must meet or exceed the specifications herein.

In addition, bidders shall provide an itemized list of the components required for the assembly of the alternate brand/model equipment offered.

ALL PROSPECTIVE BIDDERS MUST BE PREPARED TO DEMONSTRATE ANY ALTERNATE PRODUCT BEING OFFERED IF ASCOG FINDS IT NECESSARY FOR EVALUATION PURPOSES AFTER THE BID CLOSING HAS TAKEN PLACE.

Bidders are advised that all costs must be included in their bid responses and any additional cost resulting from miscalculations or other errors will be the sole responsibility of the successful bidder.

FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THIS BID WILL RESULT IN THE DISQUALIFICATION OF YOUR BID.

ASCOG requires contractor(s) to complete and notarize the affidavits contained in Attachment A.

The award of this bid will be on an all or nothing basis.

INSTALLATION AND TRAINING—The successful bidder(s) will be responsible for coordinating the installations and training sessions on the operation and general maintenance of the simulators with ASCOG staff for the METIman, PEDIAsim, and Babysim. Actual dates and times will be arranged with ASCOG and the appropriate contractor(s). Contact name(s) will be provided upon the award of purchase.

EQUIPMENT, GOODS, AND SERVICES FOR BID

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	METI (Medical Educational Technologies, Inc) Model #MMP-100 METIman PreHospital (or an approved equal meeting or exceeding the specifications) Each METI simulator is designed to simulate bleeding, breathing, talking, blinking, and numerous other physiological characteristics and various medical emergency scenarios including heart attack, drug overdose, vehicular accidents, effects from weapons of mass destruction, bio-terrorism and other traumatic injuries. Includes: Simulator, laptop computer, web-based user interface, Muse, standard healthy adult patient profile, and touchsmart waveform monitoring system. Simulated Clinical Experience and METI Drug Library. 100% wireless with on-board fluids, electrical and pneumatic systems for bleeding pluses and other realistic clinical signs.	3	_____	_____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	Automatic consensual papillary response to light, or pupil size and reaction may be controlled independently to stimulate neurologic trauma. Automatic and manually adjustable blink speed. Equipped with interface “Muse,” provides touch screen capability.		_____	_____
	Clinical signs and interventions; nasal and end tracheal intubation, larygospasm, tracheotomy, cricothyrotomy, chest compressions, defibrillation, pacing, 5 lead EKG, chest tube, needle thoracentesis bilaterally.			
	CO2 exhalation for colorimetric end-tidal detection, secretions eyes, nose, and mouth. Ventilation includes all other features associated with the METIman PreHospital simulator.			
1a.	MEIT Adult Nursing Module Model # EDU-071 PreHospital	3	_____	_____
1b.	Installation and orientation costs. IF APPLICABLE	3	_____	_____
1c.	1-Year Premier Warranty. (WAR-150)	3	_____	_____
1d.	On-Site Training Program (TRN-020)	1	_____	_____
1e.	Shipping and handling	3	_____	_____
1f.	Item 1 through 1e totals		_____	_____
1g.	Estimated shipping date:_____			
2.	METI (Medical Educational Technologies, Inc) Model #PECS-200 PEDIAsim (or an approved equal meeting or exceeding the specifications)	2	_____	_____
2a.	Learning Module Pediatric (EDU-026)	2	_____	_____
2b.	Touch Screen Monitor (TSM-001)	2	_____	_____
2c.	Air Compressor (AIR-003)	2	_____	_____
2d.	Air Hose (ACC-001)	2	_____	_____
2e.	1-Year Premier Warranty (WAR-060)	2	_____	_____

SPECIFICATIONS AND PRICING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2f.	Installation and orientation costs. IF APPLICABLE	2	_____	_____
2g.	Shipping and handling.	2	_____	_____
2h.	Item 2 through 2g totals		_____	_____
2i.	Estimated shipping date:_____			
3.	METI (Medical Educational Technologies, Inc) Model #BAB-101 Babysim (or an approved equal meeting or exceeding the specifications)	2	_____	_____
3a.	Learning Module Infant (EDU-025)	1	_____	_____
3b.	Touch Screen Monitor (TSM-001)	1	_____	_____
3c.	Air Compressor (AIR-003)	1	_____	_____
3d.	Air Hose (ACC-001)	1	_____	_____
3e.	1-Year Premier Warranty (WAR-060)	1	_____	_____
3f.	Installation and orientation costs. IF APPLICABLE	1	_____	_____
3g.	Shipping and handling.	1	_____	_____
3h.	Item 3 through 3g totals		_____	_____
3i.	Estimated shipping date:_____			
4.	Gaumard Birthing Simulator (Model S575 NOELLE w/Newborn HAL) (or an approved equal meeting or exceeding the specifications)	1	_____	_____
4a.	Learning Module. IF APPLICABLE.	1	_____	_____
4b.	Warranty. IF APPLICABLE	1	_____	_____
4c.	Installation and Orientation. IF APPLICABLE.	1	_____	_____
4d.	Shipping and handling. IF APPLICABLE	1	_____	_____
4e.	Item 4 through 4d totals		_____	_____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4f.	Estimated shipping date: _____			
5.	Laerdal IV Simulator Haptics Device (280-00001)	6	_____	_____
5a.	Virtual Anatomical Viewer (280-04501)	6	_____	_____
5b.	Virtual IV PreHospital Training Module (280-04381)	6	_____	_____
5c.	Desktop CPU (280-00101)	6	_____	_____
5d.	Warranty. IF APPLICABLE	6	_____	_____
5e.	Installation and Orientation. IF APPLICABLE.	6	_____	_____
5f.	Shipping and handling. IF APPLICABLE	6	_____	_____
5e.	Item 5 through 5f totals		_____	_____
5g.	Estimated shipping date: _____			

SOIC000111

TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT TERMS.** The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by ASCOG of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by ASCOG of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in the Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to ASCOG are hereby objected to.

2. **TRANSPORTATION CHARGES.** ASCOG will not accept "Collect" shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by ASCOG are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include charges on invoice with bill of lading attached.

3. **TIME OF DELIVERY.** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, ASCOG reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by ASCOG.

4. **INSPECTION AND ACCEPTANCE.** No material or service received by ASCOG pursuant to this contract shall be deemed accepted until ASCOG has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier's expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect ASCOG's discount privileges. Such right to return offered to ASCOG arising from ASCOG's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies ASSCOG may have therefore.

5. **COMPLIANCE WITH SPECIFICATIONS.** No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. **PACKAGING.** ASCOG will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. **SUPPLIERS WARRANTIES.** Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by ASCOG and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that ASCOG shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of ASCOG's acceptance of said materials or goods, or by payment for them.

8. **QUANTITIES.** ASCOG assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

9. **INVOICES.** Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries partial deliveries will be accepted provided ASCOG is invoiced only for the portion shipped. Failure to comply will delay payment as ASCOG pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. **INTELLECTUAL PROPERTY.** Supplier guarantees that the articles described herein and the sale or use will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suite which may be brought against ASCOG, or those using ASCOG's products (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.

11. **FORCE MAJEURE.** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action, or any other causes of similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY.** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of

creditors, of the property of Supplier, ASCOG may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. **ASSIGNMENT OR SUBCONTRACT.** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without ASCOG's written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of ASCOG.

14. **TERMINATION OF CONTRACT.** ASCOG reserves the right to terminate the Contract at any time if any of the provisions of the contract, including Supplier's Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of ASCOG. In the event of such termination, the Supplier shall be liable for any excess costs incurred by ASCOG.

15. **LAW GOVERNING THIS CONTRACT.** This contract shall be construed according to Oklahoma law, which is interpreted without regard to its conflicts of law principles.

16. **COMPLIANCE WITH APPLICABLE LAWS.** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the forgoing provision in all subcontracts awarded hereunder.

18. **NOTICE AND SERVICE THEREOF.** Any notice to Supplier from ASCOG relative to any part of this Contract will be in writing and considered delivered and the services thereof completed when said notice is posted, by certified, or regular mail, to the Supplier of his last given address, or delivered in person to the Supplier or his authorized representative.

19. **INSURANCE.** (a) **Insurance Requirements** - The Supplier shall secure at his/her own expense, with insurance carriers acceptable to ASCOG, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of "A" or better and a financial rating of "AA" or better in the latest edition of Best's Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen's Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of \$2,000,000.00 aggregate and property damages limit of \$300,000.00 each occurrence and in the aggregate, specifically naming ASCOG as an insured and protecting ASCOG and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Sub suppliers, employees. In addition, the Supplier shall have in force at all time insurance covering the full value of the goods of ASCOG in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limit of \$2,000,000.00 and minimum bodily injury limits of \$2,000,000.00 each occurrence. (b) **Rental/Lease Agreements** - The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or

devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on ASCOG premises.

20. INDEMNIFICATION. The Supplier shall indemnify, protect, defend and hold harmless ASCOG and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, attorney's fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, sub suppliers or employees.

21. CHANGES. ASCOG's Point of Contact (POC) may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify ASCOG's POC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract change.

22. COMPLETE AGREEMENT. The Contract expresses the complete agreement of the parties. Any changes, additions, or modifications hereto including changes under paragraph 20 above, must be in writing or signed by ASCOG's POC. No other individual is authorized to modify the Contract in any manner.

ATTACHMENT A
AFFIDAVIT and CERTIFICATE

AFFIDAVIT

Dated this _____ day of _____, 2011

_____)

STATE OF OKLAHOMA

COUNTY OF _____)

On this _____ day of _____ in the year 2011, before me, _____, a
Notary Public in and for said State, personally appeared _____, known to me to be the
Person who executed the within Affidavit, and acknowledge to me that _____ executed the
same for the purposes therein stated.

IN Witness Whereof, I have hereunto set my hand and affixed my official seal in the County of
_____ And State aforesaid the day and year first written above written.

Notary Public

My Commission Expires:

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters
Primary Covered Transactions**

Applicant Organization _____

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510—Participants' Responsibilities. These regulations were published as Part VII of the May 26, 1988 Federal Register on pages 19160 through 19211. These regulations were amended in Volume 60 of the Federal Register, pages 33040 through 33052 on June 26, 1995.

1. The prospective primary participant, (i.e., grantee) certifies to the best of its 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature Date

Typed or Printed Name and Title