

**ONE ORIGINAL AND 3 COPIES
OF THIS BID MUST BE SUBMITTED**

Bidder submitting this Bid should check the appropriate box.

This is: The Original

This is: One of the Copies



Invitation to Bid

City of Columbus, Ohio
Purchasing Office
1st Floor, 50 West Gay Street
Columbus, Ohio 43215
614/645-8315

SA004510
PUBLIC UTILITIES MAILING ENVELOPES
(Solicitation No.) / (Item)

DEPARTMENT OF TECHNOLOGY
(Department)

OPERATIONS
(Division)

Bid Opening Date and Time
THURSDAY AUGUST 2, 2012 @ 11:00 A.M.

Sealed proposals will be received by the Purchasing Office at 50 West Gay Street, 1st Floor, Columbus, Ohio 43215, until this date and time and then will be publicly opened and read. Proposals received after the opening time will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries.

NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

YES / NO (circle one)

Federal I.D. No.

Contract Compliance No.

E-Mail Address

Contact Person

Phone No.

Fax No.

**CONTACTS FOR INFORMATION
CONCERNING THIS BID PROPOSAL**

Solicitation No.: SA004510

Title: PUBLIC UTILITIES MAILING ENVELOPES

Department/Division or Agency: Department of Technology

CITY OF COLUMBUS DEPARTMENT OF TECHNOLOGY

All questions regarding specification are to be directed to vendorservices@columbus.gov

(Please reference the solicitation number on the subject line).

EQUAL BUSINESS OPPORTUNITY COMMISSION OFFICE

Contract Compliance Applications are available online by registering at the City of Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>

For assistance with questions regarding **Contract Compliance**, telephone **(614) 645-4764**.

Contact **Tia Roseboro at (614) 645-2203** for assistance from an Equal Business Opportunity Specialist.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE
CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.**

For information regarding contract compliance, please contact the Equal Business Opportunity Commission Office at 614.645.4764 or online: <http://eboco.ci.columbus.oh.us/>

Contract Compliance Applications are available online by registering at the City of Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>

City of Columbus Home Page: <http://www.columbus.gov>

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Bids must be submitted on this proposal form and enclosed in a sealed envelope clearly marked with the bid name and solicitation number. Blank spaces in the proposal must be completed and phraseology of the proposal must not be changed. This document **must** be returned in its entirety and all pages **must** be in proper sequence. Additions must not be made to the items listed in the proposal and any unauthorized conditions, limitations, or provisions attached to the proposal may render the bid nonresponsive and result in its rejection. Bidders are invited to be present at the opening of the proposals.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each Invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

The proposal page must be signed in ink. If the bidder is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said bid; if a partnership, indicated partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if

applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof, the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including

reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

14. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

15. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

For all contracts except professional service contracts: In determining the lowest bid for purpose of awarding a contract not exceeding \$ 20,000.00, a local bidder shall receive a credit equal to five percent (5%) of the lowest bid submitted by a non-local bidder. In determining the lowest bid for purposes of awarding a contract in excess of \$20,000.00, a local bidder shall receive a credit equal to one percent (1%) or \$20,000.00, whichever is less, of the lowest bid submitted by a non-local bidder. A local bidder is a person, corporation or business which (a) has listed its principal place of business as being located within the corporation limits of the City of Columbus or the County of Franklin in official documents filed with Secretary of State, State of Ohio, or a valid vendor's license which indicates its place of business is located within the corporation limits of the City of Columbus or County of Franklin.

ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
DEPARTMENT OF PUBLIC UTILITIES MAILING ENVELOPES
SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Columbus Department of Technology, Information Services Division (ISD) on behalf of the Department of Public Utilities is seeking to purchase 1,500,000 (one million five hundred thousand) Mailing Envelopes.
- 1.2 **Classification:** The envelopes are to be shipped and invoiced in three equal and separate shipments at a three-month interval, with the first shipment due by November 30, 2012.

2.0 APPLICABLE PUBLICATIONS

N/A

3.0 REQUIREMENTS

3.1 **General Requirements:**

- 3.1.1 **Term:** This invitation to bid is a spot buy and not subject to automatic renewal.
- 3.1.2 **Pricing:** The bidder shall submit a firm, fixed unit price per thousand, which shall be inclusive of freight charges, inside delivery, sample and proof costs.
- 3.1.3 **Quantity:** 1,500,000 (one million five hundred thousand), overruns and under runs shall not be accepted.
- 3.2 **Bidder Requirements:** Successful bidder shall be required to provide the City with a statement from the manufacturer, on letterhead, stating that the stock used will conform in all respects to the paper requested in the quote, including the requirement that paper contain NOT LESS THAN 30% POST CONSUMER RECYCLED CONTENT.
- 3.3 **Specification Requirements: Envelope size:** #10 Standards: 4 1/8 inch x 9 1/2 inch

Envelope Style: Back flap tapered from 1 1/4 inch near edge to 1 5/8 inch in center.
Diagonal cut required. Side seam envelopes are unacceptable.

Paper Type: 24# white wove **PAPER THAT CONTAINS NOT LESS THAN 30% POST CONSUMER RECYCLED CONTENT.**

Reliability: Product must be reliable when mechanically inserted into, using the City's Bell & Howell Enduro Inserting System.

Proof Requirements: One color proof required prior to production. Up to 500 sample envelopes may be required for testing. Pricing for any proofs requested must be included in bid.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
DEPARTMENT OF PUBLIC UTILITIES MAILING ENVELOPES
SPECIFICATIONS

Return Address: The “**DEPARTMENT OF PUBLIC UTILITIES**” line will be all caps, bold, and font will be a 12-point Helvetica. The font used for the address will be a 10-point Helvetica, spaced 6 LPI. The address will be left justified. There must be one-fourth inch between the bottom edge of the shaded envelope mark bar and the top edge of the letters on the first line. There also must be 1/4 inch spacing between the city, state and zip code line and the Forwarding endorsement (the font of this endorsement must be size 10 point, caps, and bold).

DEPARTMENT OF PUBLIC UTILITIES

910 DUBLIN RD
COLUMBUS, OHIO 43215-9052

ADDRESS SERVICE REQUESTED

Window Size: 1 3/4 inch high x 4 1/2 inch long.

Window Position: 4 1/2 inch from left, 1 1/8 inch from bottom.

Window Statement: THIS IS YOUR UTILITY BILL

Must be centered, 1/8 inch below window. Must be bold and all caps. The font used will be a 16-point Helvetica

Window Covering: Clear, suitable for mechanical insertion.

Ink Color: Blue (PMS 288)

Shaded Envelope mark bar: 1/4 inch high by 4 inches wide on the front and the back top edge. Since this bar will rap over the top edge, the actual height is 1/2 inch. This bar is to be blue (PMS 288).

4.0 INSPECTION, TESTING AND EVALUATION PROCEDURES

Cases must not exceed gross weight of 40 lbs. each. Envelopes must be packaged in individual chipboard boxes of no more than 500. Bulk packing is not acceptable.

Each carton will be labeled with quantity, purchase order number, and form name: **DPU Mailing Envelopes.**

5.0 **PREPARATION FOR DELIVERY**

5.1 **Contact Person:** Dwayne Butler, Operations Supervisor, tel. (614) 645-0777, or dmbutler@columbus.gov

5.2 **Invoices:** Supplier may invoice the City of Columbus for three equal shipments. The City's payment terms for accurate invoices are net 30 days.

5.2.1 **Invoice Address:**
City of Columbus / Department of Technology
PO Box 2949
Columbus, Ohio 43216

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
DEPARTMENT OF PUBLIC UTILITIES MAILING ENVELOPES
SPECIFICATIONS

5.2.2 **Invoice Content:** Invoices to include the City's purchase order number, the quantity, the unit price, and the total amount due.

5.3 **Delivery Requirements:**

Delivery of first shipment is due by November 30, 2012.

Delivery shall be FOB Destination freight prepaid and allowed to:

COMMERCIAL WORKS INC
1299 BOLTONFIELD ST
COLUMBUS OH 43228
Attn: Bob Gloeckner
Ph. (614.851.4207)

6.0 NOTES

Sample envelopes are available. Contact Dwayne Butler at (614) 645-0777.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
DEPARTMENT OF PUBLIC UTILITIES MAILING ENVELOPES
PROPOSAL

To the Department of Technology Director of the City of Columbus, Ohio:

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

BIDDERS CHECKLIST

A complete bid packet will consist of ONE ORIGINAL AND TWO (2) COPIES of items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Columbus. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your proposal.

- _____ Cover sheet
- _____ Contacts / EOC (pages 2, 2A)
- _____ Active Contact Compliance Number or on-line application submitted
- _____ Information For Bidders (Page 3, 3A)
- _____ Specifications (Page 4 through 4C)
- _____ Checklist / Proposal Page(s) (Page 5 through 5A)
- _____ Signature Page (Page 6)
- _____ Signature Affidavit (Page 7)

PLEASE BE SURE TO SIGN YOUR BID ON PAGE 6.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
DEPARTMENT OF PUBLIC UTILITIES MAILING ENVELOPES
P R O P O S A L

To the Department of Technology Director of the City of Columbus, Ohio:

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

| Item # | Description | Quantity | Unit Price Per Thousand | Unit Price in Words | Extended Price |
|---------------|---|-----------|-------------------------|---------------------|----------------|
| 1 | MAILING ENVELOPES PER SPECIFICATION REQUIREMENTS AS OUTLINED IN SECTION 3.3 | 1,500,000 | | | |
| TOTAL: | | | | | |

PLEASE BE SURE TO SIGN YOUR BID ON PAGE 6.

PROPOSAL

To the Department of Technology Director of the City of Columbus, Ohio:

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Delivery: _____ - calendar day(s) after receipt of order.

Terms:

Company Name or Bidder's Name:

Business Address of Bidder:

REQUIRED Company Employee Information:

Total number of company employees = _____

Total number of company employees working in Columbus = _____

Additional number of employees that will be working in Columbus in the event this contract is awarded to your company = _____

The full name and residence of all persons and parties interested in the foregoing bid are: (If a corporation, give the name and address of the president and secretary; if firm or partnership, the names and address of the Members or partners.)

Name

Address

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Authorized Signature X _____ Title: _____
(SIGNATURE MUST IN WRITING IN OTHER THAN BLACK INK) (TITLE MUST BE GIVEN)

REVISED 10-5-05

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is

_____ of _____, a Corporation, LLC, or LLP organized and existing under
(Title) (Company Name)

and by virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____