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Request for Proposals (“RFP”)

For

District-Wide Classroom Furniture Initiative

Issued date March 12, 2024

Sealed proposals will be accepted online Via the Pennbid Program

4:00 P.M. on April 2, 2024

**INVITATION TO SUBMIT PROPOSAL**

The Chester Upland District (the “District”) is seeking to secure Proposals for the District-Wide Classroom Furniture for eight (8) buildings, (230) classrooms in preparation for the 2024-2025 academic-year. The purchase of this furniture will provide adaptable and flexible seating throughout the buildings with collaborative work surfaces to help address learning loss. ESSER funds shall be used to purchase the furniture and Bidder will be required to comply with all applicable grant requirements.

Bids are available through the Pennbid Program “DISTRICT-WIDE CLASSROOM FURNITURE INITIATIVE” containing the Proposal Form and a Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the Proposal Documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the Chester Upland School District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening and must be submitted no later than 4:00 PM on Tuesday, April 2, 2024.

**All bids will be accepted through the Pennbid Program.**

All questions concerning this proposal should be submitted through the Pennbid Program. All questions and answers will be posted on the Pennbid.

The district reserves the right to reject any and/all Proposals and to waive, at its sole discretion, any irregularities, mistakes, omissions, or informalities. The scope of services desired is listed and defined as further detailed in this RFP. The terms of the Agreement between CUSD and the Contractor shall be subject to review and modification by the District’s Solicitor.

The award will be pending the approval of the Receiver’s meeting in April 2024.

**MANDATORY PRE-PROPOSAL MEETING**

The Chester Upland School District will conduct a pre-proposal meeting. Attendance is required. There will be a mandatory walk-through on Wednesday, March 27, 2024 at 8:00 AM. Interested Proposers will meet at Chester High School 232 W. 9th St. Chester, PA 19013. . Proposal Documents, including specifications, will be available to interested Proposers at this time. Proposers must visit each site to ascertain the scope of the services requested. All proposers interested must confirm attendance prior to the meeting with the district.

All inquiries must be directed to through Pennbid.

**INSTRUCTIONS TO PROPOSERS**

1. PROPOSAL DOCUMENT AVAILABILITY; SITE VISIT; PRE-PROPOSAL MEETING

 A. The Proposal Documents have been prepared by the Operations Department of the Chester-Upland District located at 1350 Edgmont Avenue, Chester, PA 19013. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

 B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete. Notify the Chester-Upland School Operations Office should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be submitted through the Pennbid Program. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of a clarification on Pennbid. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposer in preparing their Proposals.

 C. Site Visit and Mandatory Pre-Proposal Meeting: All Proposers shall attend a mandatory pre-proposal meeting scheduled on Wednesday, March 27, 2024 at Chester High School 232 W. 9th St. Chester, PA 19013 to make certain that the specifications are clearly understood. Contact person for the day of the site visit only is Rodney Robertson CUSD, Director of Facilities/Operation at cell 445-227-7886 or rrobertson@chesteruplandsd.org.

**TIMELINE**

Date Issued: March 12, 2024

Proposal Due Date/Time: Tuesday, April 2, 2024 at 4:00 PM

Project Timeline: Products will be ordered, purchased, delivered, received, and assembled by or prior to 9/30/24.

**CONTACT FOR QUESTIONS AND INFORMATION**

Prospective Providers (“Proposers”) must direct all inquiries and communications concerning this RFP to Pennbid. No verbal instructions or information to proposer shall be binding. The specifications will be clear and complete unless attention is called to any apparent discrepancies or incompleteness thereof before the opening of the proposals. Should there be any changes in the required specifications be required, they will be issued to all proposers in the form of an addendum to the original RFP. The specifications of the Proposal are based on the enrollment and number of schools currently occupied within the Chester Upland School District. These numbers are subject to change due to projected enrollment and the number of occupied schools within the district.

**EDGAR VENDOR CERTIFICATION FORM**

When CUSD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). All Proposers must agree to comply with certain requirements, which may be applicable to specific purchases using federal grant funds.

**PROPOSED FORM OF CONTRACT**

The Proposer shall submit a proposed Form of Contract with its Proposal.

**TAX**

The district is tax exempt, and the prices quoted by the proposer will be the price exclusive of taxes. Any sales or other taxes levied by federal, state or local governments shall become the burden of the proposer.

**TERMINATION**

Either the CUSD or the Provider may terminate the contract with thirty (30) days written notice to the other party of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, CUSD shall only be responsible for payment of services actually and satisfactorily performed. If CUSD has paid the Provider for goods or services not yet provided as of the date of termination, the Provider shall immediately refund such payment(s).

**INSURANCE**

The Successful Proposer shall provide proof of insurance, including appropriate liability insurance, evidencing minimum coverage limits of $1,000,000.00. The successful Proposer shall warrant that it will maintain insurance for the duration of the contract with CUSD. The successful Proposer’s insurance policy shall name CUSD as an additional insured. The successful Proposer shall furnish CUSD with a written certificate evidencing that it has procured and paid for this insurance coverage and that the insurance coverage is in full force and effect.

**ASSIGNMENT**

The successful Proposer shall not be permitted to assign contractual duties.

**SUBCONTRACTING AND SUBCONSULTING**

The Successful Proposer shall not be permitted to enter into a subcontract or sub-consulting agreement for any of its contractual duties without the advanced, written, express consent of CUSD.

**WAIVER OF CONSEQUENTIAL DAMAGES**

The Successful Proposer shall waive any claim against CUSD for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to the contract or termination thereof.

**MODIFICATION AND WITHDRAWAL**

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of proposal opening. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened.

**PROPOSAL REJECTION**

CUSD reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in CUSD’s interest, in CUSD’s sole and absolute discretion. CUSD reserves the right to reject a Proposer if they are not able to fulfil the contract or has previously failed to perform similar contracts properly or on time.

**ADDITIONAL LEGAL REQUIREMENTS**

a. DEBARMENT AND SUSPENSION

A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to “Debarment and Suspension”. Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify CUSD if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. EQUAL EMPLOYMENT OPPORTUNITY

It shall be mandatory that the Provider will not discriminate against any person upon any grounds prohibited by federal or state law. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

**NON-COLLUSION AFFIDAVIT**

The enclosed Non-Collusion Affidavit must be submitted with the proposal, or the proposal will be held to be invalid.

**WORK IMPLIED**

Anything which is not mentioned in the Specifications, but which is reasonably implied must be furnished and performed by the proposer, the same as though specifically mentioned. Measurements and specifications must be completed by vendor and confirmed prior to placing the order in accordance with the population of students in each building from Pre K - 12th grade.

**HOLD HARMLESS**

The proposer agrees to indemnify and hold harmless the Chester Upland School District and their respective representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented appliances, products, or processes.

**INDEPENDENT CONTRACTORS**

It is to be understood that the successful proposer is an independent contractor of the Chester Upland School District and is solely responsible for any errors or omissions, which are due to mistakes in printing, proofreading, etc. Any such mistakes shall be corrected at no expense to the district.

**MANNER AND DUE DATE FOR PROPOSAL SUBMISSIONS**

Bids are available through the Pennbid Program “DISTRICT-WIDE CLASSROOM FURNITURE INITIATIVE” containing the Proposal Form and a Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the Proposal Documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the Chester Upland School District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening and must be submitted no later than 4:00 PM on Tuesday, April 2, 2024.

**All bids will be accepted through the Pennbid Program.**

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**RFP BUDGET**

Cost (Breakdown of budget items)

**FORM OF PROPOSAL**

**Furnish, install and delivery of furniture to the Chester Upland School District**

|  |  |  |  |
| --- | --- | --- | --- |
| TO: | Chester Upland School District | FROM: |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Administrative Office |  |   |
|  | 1350 Edgmont Avenue |  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 Chester, PA 19013 PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: Rodney Robertson

The undersigned hereby propose to furnish, install and deliver the following furniture, equipment and supplies or approved equivalent by CUSD meeting all specifications provided herein to the following schools in the Chester Upland School District.

Delivery of the items are to be made to the following schools:

* Chester High School, 232 W. 9th Street, Chester, PA 19013
* Chester Upland School of the Arts, 501 W. 9th Street, Chester, PA 19013
* Edgmont Scholars Academy, 1350 Edgmont Avenue, Chester, PA 19013
* Edgmont Scholars Academy 1450 Edgmont Avenue, Chester, PA 19013
* Main Street Elementary School, 704 Main Street, Upland, PA 19015
* STEM Academy at Showalter, 1100 W. 10th Street, Chester, PA 19013
* Stetser Elementary School, 808 E. 17th Street, Chester, PA 19013
* Toby Farms Middle School, 201 Bridgewater Road, Brookhaven, PA 19015

The Chester Upland Furniture is requesting furniture comparable to the quality of Mooreco/KI or better. The district reserves the right to reject any and all submittals. The district makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the district be responsible for the cost of preparing a response to this RFP. The district also reserves the right to waive any informalities or irregularities in received submittals. Thank you for your interest.

The undersigned, as proposer declares that the only person, persons, company or parties interested in this proposal, as principals, are named herein; that it has carefully examined the Specifications and other documents in this proposal package and that it proposes and agrees that if it’s Proposal is accepted, it will contract with the Chester Upland School District, to furnish and deliver the below mentioned services for the total quantity as follows:

**Specifications:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Quantity** | **Unit Price** | **Amount** |
| **CHS (Chester High School)****Classroom Furniture****49 Classrooms** |  |  |  |
| * Teacher Desk
 | Qty. 49 | $ |  $   |
| * High School Student Desk
 | Qty. 900 | $ | $ |
| * High School Student Chair
 | Qty. 900 | $ | $ |
| * High Tables
 | Qty. 150 | $ | $ |
| * High Back Chairs
 | Qty. 150 | $ | $ |
| * Science Tables
 | Qty.100 | $ | $ |
| * Science Table Chairs
 | Qty.100 | $ | $ |
| * Art Tables
 | Qty. 75 | $ | $ |
| * Art Table Chairs
 | Qty. 75 | $ | $ |
| **CHS -Life skills Apartment Furniture** |  |  |  |
| * Couch – (A13F) GTG13053
 | Qty.1 | $ | $ |
| * Love Seat –( A13F) OTG13052
 | Qty.1 | $ | $ |
| * Chair (A13F) OTG13051
 | Qty. 2 | $ | $ |
| **Marketing Class** |  |  |  |
| * Boomerang Desk
 | Qty.30 | $ | $ |
| * High School Student Chair
 | Qty.30 | $ | $ |
| **Freight/Shipping** |  |  | **$** |
| **CHS Total** |  |  | **$** |

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| --- | --- | --- | --- |
| **STEM at Showalter****Classroom Furniture** **32 Classrooms** |  |  |   |
| * Teacher Desk
 | Qty. 30 | $ | $ |
| * Student Desk
 | Qty. 240 | $ | $ |
| * Rectangular Tables
 | Qty. 130 | $ | $ |
| * Lab Tables
 | Qty. 30 | $ | $ |
| * Lab Stools
 | Qty. 90 | $ |  $ |
| * Student Chairs
 | Qty. 630 | $ | $ |
| **Freight/Shipping** |  |  |  |
| **STEM Total** |  |  | **$** |

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| --- | --- | --- | --- |
| **Toby Farms****Classroom Furniture****32 Classrooms** |  |  |  |
| * Teacher Desk
 | Qty. 31 | $ | $ |
| * Student Desk
 | Qty. 440 | $ | $ |
| * Student Chairs
 | Qty. 585 | $ | $ |
| * Chair Storage or Desk Book Box
 | Qty. 585 | $ | $ |
| * Clover Tables
 | Qty. 8 | $ | $ |
| * Kidney Tables
 | Qty. 8 | $ | $ |
| * Horseshoe Tables
 | Qty. 1 | $ | $ |
| * Rectangular Tables
 | Qty. 20 | $ | $ |
| * Circle Activity Table
 | Qty. 16 | $ | $ |
| * Art Tables
 | Qty. 14 | $ | $ |
| * Science Tables
 | Qty. 14 | $ | $ |
| * High back chairs
 | Qty. 28 | $ |  |
| **Freight/Shipping** |  |  | $ |
| **Toby Farms Total** |  |  | **$** |

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| --- | --- | --- | --- |
| **Main Street** **Classroom Furniture** **20 Classrooms** |  |  |  |
| * Teacher Desk
 | Qty. 20 | $ | $ |
| * Student Desk
 | Qty. 206 | $ | $ |
| * Desk Book Box
 | Qty. 206 | $ | $ |
| * Student Chairs
 | Qty. 206 | $ | $ |
| * Rocker Chair
 | Qty. 20 | $ | $ |
| * Classroom Tables
 | Qty. 15 | $ | $ |
| * Table Book Box
 | Qty. 45 | $ | $ |
| **Freight/Shipping** |  |  | $ |
| **Main Street Total** |  |  | **$** |

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| **CUSA (Chester Upland School of Arts)****Classroom Furniture** **26 Classrooms** |  |  |  |
| **CUSA (Chester Upland School of Arts)****Cafeteria Tables** |  |  |  |
| MSTB12-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 12' Swerve, MDF , Persian Blue Top/Bench, Protect Edge Black Frame | Qty. 2 | $ | $ |
| * MSTB8-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 8' Swerve, MDF Core, Persian Blue Top/Bench, Protect Edge, Black Frame
 | Qty. 1 | $ | $ |
| * METB-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 10' Elliptical, MDF Core, Persian Blue Top/Bench, Protect Edge, Black Frame
 | Qty. 1 | $ | $ |
| * Freight/Shipping
 |  |  |  |
| CUSA (Chester Upland School of Arts) * Cafeteria Tables Total
 |  |  | $ |
|  **CUSA (Chester Upland School of Arts)****Classroom Furniture**  |  |  |  |
| * Teacher Desk
 | Qty. 26 | $ | $ |
| * Student Desk
 | Qty. 500 | $ | $ |
| * Desk Book Basket
 | Qty. 500 |  |  |
| * Student Chairs
 | Qty. 500 | $ | $ |
| * Classroom Table
 | Qty. 1 | $ | $ |
| * Kidney Tables
 | Qty. 26 | $ | $ |
| * Art Tables
 | Qty. 15 | $ | $ |
| * Art Chairs
 | Qty. 30 | $ |  |
| Freight/Shipping |  | - | $ |
| **CUSA (Chester Upland School of Arts)Total** |  |  | **$** |

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| **Stetser****Classroom Furniture** **14 Classrooms** |  |  |  |
| * Teacher Desk
 | Qty. 14 | $ | $ |
| * Student Desk
 | Qty. 180 | $ | $ |
| * Student Chairs
 | Qty. 327 | $ | $ |
| * Chair Storage
 | Qty. 327 | $ | $ |
| * Student Tables
 | Qty. 37 | $ | $ |
| * Kidney Tables
 | Qty. 10 | $ | $ |
| * Bookshelves
 | Qty. 13 | $ | $ |
| **Freight/Shipping** |  |  | $ |
| **Stetser Total** |  |  | **$** |

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| --- | --- | --- | --- |
| **ESA (Edgmont Scholars Academy) 1450****Classroom Furniture** **34 Classrooms** |  |  |  |
| * Teacher Desk
 | Qty. 35 | $ | $ |
| * Student Desk
 | Qty. 270 | $ | $ |
| * Student Chairs
 | Qty. 570 | $ | $ |
| * Student Chair Storage
 | Qty. 570 | $ | $ |
| * Classroom Tables
 | Qty. 71 | $ | $ |
| **Freight/Shipping** |  |  |  |
| **ESA (Edgmont Scholars Academy)****Total** |  |  | $ |

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| --- | --- | --- | --- |
| **ESA (Edgmont Scholars Academy)****1350 Edgmont Avenue****Number of Classrooms – 15****Administrative Offices - 2****Conference Room – 1****Staff Offices – 2****Nurses Office – 1** |  |  |  |
| * Administrator Desk
 | Qty. 2 | $ | $ |
| * Administrator Chair
 | Qty. 2 | $ | $ |
| * Chairs for Adm Office
 | Qty. 6  | $ | $ |
| * Administrative Office – Round Table
 | Qty. 1 | $ | $ |
| * Administrative Office Chairs for Round Table
 | Qty. 6 | $ | $ |
| * Conference Room Table
 | Qty. 1 | $ | $ |
| * Conference Room Chairs
 | Qty. 10 | $ | $ |
| * Administrative Assistant Chair
 | Qty. 1 | $ | $ |
| * Teacher Desk
 | Qty. 17 | $ | $ |
| * Teacher Chair
 | Qty. 17 | $ | $ |
| * Student Desk
 | Qty. 325 | $ | $ |
| * Student Chair
 | Qty. 325 | $ | $ |
| * Student Chair Storage
 | Qty. 325 | $ | $ |
| * Classroom Table
 | Qty. 23 | $ | $ |
| * Science Table
 | Qty. 10 | $ | $ |
| * Science Table Chairs
 | Qty. 30 | $ | $ |
| * Student Chair Storage
 | Qty. 30 | $ | $ |
| * Art Table
 | Qty. 10 | $ | $ |
| * Art Table Chairs
 | Qty. 30 | $ | $ |
| * Student Chair Storage
 | Qty. 3 | $ | $ |
| * Couch with Side Table for Common Area in Hall
 | Qty. 2 | $ | $ |
| * Loveseat with Side Table for Common Hall Area
 | Qty. 1 | $ | $ |
| **Freight/Shipping** |  |  | $ |
| **ESA (Edgmont Scholars Academy)****1350 Edgmont Avenue Total** |  |  | **$** |

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| --- | --- | --- | --- |
| **Digital Learning****Classroom Furniture****2 Classrooms** |  |  |  |
| Teacher Desk | Qty. 7 | $ | $ |
| Teacher Chairs | Qty. 7 | $ | $ |
| **Freight/Shipping** |  |  | $ |
| **Digital Learning Total** |  |  | $ |

|  |  |
| --- | --- |
| **Additional Fees** | **Amount**  |
| Installation | $ |
| Warranty/Protection Coverage | $ |
| Shipping/Delivery | $ |

**Grant Total $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Written Amount

In submitting this proposal, the proposer understands that the right is reserved by Chester Upland School District to reject any and all proposals. No proposal may be revoked or rescinded within thirty (30) days from the date the proposals are opened. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within this thirty (30) day period or at any time thereafter before the Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form within ten (10) days after the Agreement is presented for signature.

The full name and residence of all persons and parties interested in the foregoing bid, as principals, are as follows:

**NAME ADDRESS**

SIGNATURE OF BIDDER:

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

Print or type Name Title Date

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Sec. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of

County of

 , being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of , the proposer that submitted the attached proposal.
2. He/She is fully informed respecting the presentation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham bid.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED:

TITLE:

Subscribed and sworn to before me this day of , 20 .

Notary Public

My commission expires: