Chester Upland School District
Request for Proposals ("RFP") for
MUSIC DEPARTMENT EQUIPMENT
2022 – 2024
Proposals Due November 17, 2022 at 4:00PM

Submit Proposals to: Dr. Rodney Bradley
CUSD Music Department
232 West 9th Street
Chester, PA 19013
267-337-3123
Email: rbradley@chesteruplandsd.org

INTRODUCTION
The Chester Upland School District (CUSD) is seeking vendors to provide music equipment, supplies, and materials for the district’s Music Department.

Research has shown that music education is an important medium to teach Social Emotional Learning (SEL) skills. SEL as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel, and show empathy for others, establish, and maintain supportive relationships, and make responsible and caring decisions.

CUSD intends to reengage students impacted by the COVID-19 Pandemic through music education.

The following schools will receive music equipment, supplies and materials:

- Chester High School
- Toby Farms Intermediate School
- Stem Academy

Responses to this RFP (“Proposals”) will be reviewed by CUSD administration to identify the most appropriate Provider. This RFP seeks submissions that include the following instruments, supplies and material to support the music initiative.

**SPECIFICATIONS:**

**CHS (Chester High School)**

- Toca Freestyle Color Sound Djembe Set of 7 7 in. – Qty. 4
- Rhythm Band Set of 24 Rhythm Sticks – Qty. 10
- Nino 48-Piece Plastic Egg Maraca Assortment Set – Qty. 3
- Etude Student Clarinet Model ECL-100 Standard – Qty. 15
- Etude EFL-100 Student Flute Regular Closed Hole, Offset G, C Foot – Qty. 15
- Squier Paranormal Series Super-Sonic Electric Guitar Regular Blue Sparkle – Qty. 3
- Squier Paranormal Series Super-Sonic Electric Guitar Regular Shell Pink – Qty. 3
- Fender Frontman 10G 10W Guitar Combo Amp with 20 Foot Instrument Cable – Qty. 7
- Boomwhackers 5-Note Chromatic Set (Upper Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
- Boomwhackers 5-Note Bass Chromatic Set (Lower Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
- Rhythm Band 8 Note Diatonic Wooden Resonator Bell Set – Qty. 10
- Alfred Alfred's Basic Adult Piano Course Lesson Book 1 – Qty. 5
- Hal Leonard Essential Elements for Band - Flute 1 Book/Online Audio – Qty. 1
- Hal Leonard Essential Elements for Band - Bb Clarinet 1 Book/Online Audio Qty. 10
- Hal Leonard Essential Elements Oboe 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Eb Alto Saxophone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Bb Tenor Saxophone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Bb Trumpet 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Trombone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Baritone T.C. 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Baritone B.C. 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Percussion and Keyboard Percussion 1 Book/Online Audio - Qty. 1
• Mitchell MU40 Soprano Ukulele Natural - Qty. 5
• On-Stage Stands 3-Space Foldable Multi Guitar Rack - Qty. 2
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 13 in. - Qty. 1
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 14 in. - Qty. 1
• Sabian B8X Band Cymbals, Pair 18 in. - Qty. 4
• Sabian B8X Band Regular 16 in. - Qty. 4
• Sabian B8X Band Cymbals, Pair 14 in. - Qty. 4
• Stentor Student II Series Violin Outfit Regular 4/4 Outfit - Qty. 4
• Stentor 1400 Student I Series Violin Outfit 1/32 - Qty. 4
• Rhythm Band Bongos Deluxe 6 1/2 in. H X7 in. and 8 in. - Qty. 6
• Remo Kid's Percussion Rain Forest Hand Drum Set - Qty. 8
• Remo Kid's Percussion Rain Forest Bongos - Qty. 8
• Etude ETR-100 Series Student Bb Trumpet Lacquer - Qty. 15
• Etude ETB-100 Series Student Trombone Lacquer - Qty. 15
• Sound Percussion Labs Marching Snare Drum with Carrier 14 x 12 in. Black - Qty. 20
• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 Black - Qty. 6
• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 White - Qty. 6
• Sound Percussion Labs Birch Marching Bass Drum with Carrier - Black 18 x 14 in. - Qty. 10
• Sound Percussion Labs High-Tension Marching Snare Drum with Carrier 14 x 12 in. Black - Qty. 10
• Lyons Xylophone Regular Diatonic Soprano - Qty. 6

STEM (STEM Academy at Showalter)
• Toca Freestyle Color Sound Djembe Set of 7 7 in. – Qty. 4
• Rhythm Band Set of 24 Rhythm Sticks – Qty. 10
• Nino 48-Piece Plastic Egg Maraca Assortment Set – Qty. 3
• Etude Student Clarinet Model ECL-100 Standard – Qty. 15
• Etude EFL-100 Student Flute Regular Closed Hole, Offset G, C Foot – Qty. 15
• Squier Paranormal Series Super-Sonic Electric Guitar Regular Blue Sparkle – Qty. 3
• Squier Paranormal Series Super-Sonic Electric Guitar Regular Shell Pink – Qty. 3
• Fender Frontman 10G 10W Guitar Combo Amp with 20 Foot Instrument Cable – Qty. 7
• Boomwhackers 5-Note Chromatic Set (Upper Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
• Boomwhackers 5-Note Bass Chromatic Set (Lower Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
• Rhythm Band 8 Note Diatonic Wooden Resonator Bell Set – Qty. 10
• Alfred Alfred's Basic Adult Piano Course Lesson Book 1 – Qty. 5
• Hal Leonard Essential Elements for Band - Flute 1 Book/Online Audio – Qty. 1
• Hal Leonard Essential Elements for Band - Bb Clarinet 1 Book/Online Audio Qty. 10
• Hal Leonard Essential Elements Oboe 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Eb Alto Saxophone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Bb Tenor Saxophone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Bb Trumpet 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Trombone 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Baritone T.C. 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Baritone B.C. 1 Book/Online Audio - Qty. 1
• Hal Leonard Essential Elements for Band - Percussion and Keyboard Percussion 1 Book/Online Audio - Qty. 1
• Mitchell MU40 Soprano Ukulele Natural - Qty. 5
• On-Stage Stands 3-Space Foldable Multi Guitar Rack - Qty. 2
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 13 in. - Qty. 1
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 14 in. - Qty. 1
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• Sabian B8X Band Regular 16 in. - Qty. 4
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• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 Black - Qty. 6
• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 White - Qty. 6
• Sound Percussion Labs Birch Marching Bass Drum with Carrier - Black 18 x 14 in. - Qty. 10
- Sound Percussion Labs High-Tension Marching Snare Drum with Carrier 14 x 12 in.
  Black - Qty. 10
- Lyons Xylophone Regular Diatonic Soprano - Qty. 6

**Toby Farms Middle School**
- Toca Freestyle Color Sound Djembe Set of 7 7 in. – Qty. 4
- Rhythm Band Set of 24 Rhythm Sticks – Qty. 10
- Nino 48-Piece Plastic Egg Maraca Assortment Set – Qty. 3
- Etude Student Clarinet Model ECL-100 Standard – Qty. 15
- Etude EFL-100 Student Flute Regular Closed Hole, Offset G, C Foot – Qty. 15
- Squier Paranormal Series Super-Sonic Electric Guitar Regular Blue Sparkle – Qty. 3
- Squier Paranormal Series Super-Sonic Electric Guitar Regular Shell Pink – Qty. 3
- Fender Frontman 10G 10W Guitar Combo Amp with 20 Foot Instrument Cable – Qty. 7
- Boomwhackers 5-Note Chromatic Set (Upper Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
- Boomwhackers 5-Note Bass Chromatic Set (Lower Octave) Boomwhackers Tuned Percussion Tubes – Qty. 10
- Rhythm Band 8 Note Diatonic Wooden Resonator Bell Set – Qty. 10
- Alfred Alfred's Basic Adult Piano Course Lesson Book 1 – Qty. 5
- Hal Leonard Essential Elements for Band - Flute 1 Book/Online Audio – Qty. 1
- Hal Leonard Essential Elements for Band - Bb Clarinet 1 Book/Online Audio Qty. 10
- Hal Leonard Essential Elements Oboe 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Eb Alto Saxophone 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Bb Tenor Saxophone 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Bb Trumpet 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Trombone 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Baritone T.C. 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Baritone B.C. 1 Book/Online Audio - Qty. 1
- Hal Leonard Essential Elements for Band - Percussion and Keyboard Percussion 1 Book/Online Audio - Qty. 1
- Mitchell MU40 Soprano Ukulele Natural - Qty. 5
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• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 White - Qty. 6
• Sound Percussion Labs Birch Marching Bass Drum with Carrier - Black 18 x 14 in. - Qty. 10
• Sound Percussion Labs High-Tension Marching Snare Drum with Carrier 14 x 12 in. Black - Qty. 10
• Lyons Xylophone Regular Diatonic Soprano - Qty. 6

I. TIMELINE
Date Issued: November 1, 2022
Proposal Due Date/Time: November 17, 2022

Project Timeline: Product will be ordered and purchased by 11/30/2022.

II. CONTACT FOR QUESTIONS AND INFORMATION Prospective Providers (“Proposers”) must direct all inquiries and communications concerning this RFP to Dr. Rodney Bradley, CUSD Music Department, at cell 267-337-3123. or rbradley@chesteruplandsd.org. 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 any change in the Specifications be required, they will be issued to all proposers in the form of an addendum to the original RFP.

III. EDGAR VENDOR CERTIFICATIN 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.

IV. PROPOSED FORM OF CONTRACT
The Proposer shall submit a proposed Form of Contract with its Proposal.

V. 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.

VI. TERMINATION

Either the CUSD or the Provider may terminate the contract with fifteen (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).

VII. 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.

VIII. ASSIGNMENT

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

IX. 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.

X. 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.

XI. 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.

XII. 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 perform the contract or has previously failed to perform similar contracts properly or on time.
XIII. 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.

XIV. NON-COLLUSION AFFIDAVIT
The enclosed Non-Collusion Affidavit must be submitted with the proposal or the proposal will be held to be invalid.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. MANNER AND DUE DATE FOR PROPOSAL SUBMISSIONS
Proposers should submit their Proposals to Dr. Rodney Bradley, CUSD Music Department for the Chester Upland School District. Proposals should be submitted via email at rbradley@chesteruplandsd.org

XIX. RFP BUDGET
Cost (Breakdown into budget items)

**FORM OF PROPOSAL**

**Furnish and delivery of music instruments, equipment and supplies to support the Chester Upland School District Music Initiative.**

<table>
<thead>
<tr>
<th>TO: Chester Upland School District</th>
<th>FROM: ________________________________</th>
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<tr>
<td>Administrative Office</td>
<td>________________________________</td>
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<tr>
<td>232 W. 9th Street</td>
<td>________________________________</td>
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<tr>
<td>Chester, PA 19013</td>
<td>PHONE: ______________________________</td>
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<tr>
<td>Attn: Dr. Rodney Bradley</td>
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The undersigned hereby propose furnish and deliver the above mentioned instruments, equipment and supplies or approved equivalent meeting all specifications provided herein to the following schools in the Chester Upland School District.

- Chester High School, 200 W. 9th Street, Chester, PA 19013
- Stem Academy at Showalter, 1100 W. 10th Street, Chester, PA 19013
- Toby Farms Middle School, 201 Bridgewater Road, Brookhaven, PA 19015
- Chester Upland School of the Arts, 501 W. 9th Street, Chester, PA 19013
- Edgmont Scholars Academy, 1450 Edgmont Avenue, Chester, PA 19013
- Main Street Elementary School, 704 Main Street, Upland, PA 19015
- Stetser Elementary School, 808 E. 17th Street, Chester, PA 19013

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 sum as follows:

**Specifications:**

- Toca Freestyle Color Sound Djembe Set of 7 7 in. – Qty. 12
- Rhythm Band Set of 24 Rhythm Sticks – Qty. 30
- Nino 48-Piece Plastic Egg Maraca Assortment Set – Qty. 9
- Etude Student Clarinet Model ECL-100 Standard – Qty. 45
- Etude EFL-100 Student Flute Regular Closed Hole, Offset G, C Foot – Qty. 45
- Squier Paranormal Series Super-Sonic Electric Guitar Regular Blue Sparkle – Qty. 9
• Squier Paranormal Series Super-Sonic Electric Guitar Regular Shell Pink – Qty. 9
• Fender Frontman 10G 10W Guitar Combo Amp with 20 Foot Instrument Cable – Qty. 21
• Boomwhackers 5-Note Chromatic Set (Upper Octave) Boomwhackers Tuned Percussion Tubes – Qty. 30
• Boomwhackers 5-Note Bass Chromatic Set (Lower Octave) Boomwhackers Tuned Percussion Tubes – Qty. 30
• Rhythm Band 8 Note Diatonic Wooden Resonator Bell Set – Qty. 30
• Alfred Alfred's Basic Adult Piano Course Lesson Book 1 – Qty. 15
• Hal Leonard Essential Elements for Band - Flute 1 Book/Online Audio – Qty. 3
• Hal Leonard Essential Elements for Band - Bb Clarinet 1 Book/Online Audio Qty. 30
• Hal Leonard Essential Elements Oboe 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Eb Alto Saxophone 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Bb Tenor Saxophone 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Bb Trumpet 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Trombone 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Baritone T.C. 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Baritone B.C. 1 Book/Online Audio - Qty. 3
• Hal Leonard Essential Elements for Band - Percussion and Keyboard Percussion 1 Book/Online Audio - Qty. 3
• Mitchell MU40 Soprano Ukulele Natural - Qty. 15
• On-Stage Stands 3-Space Foldable Multi Guitar Rack - Qty. 6
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 13 in. - Qty. 3
• Yamaha Power-Lite Marching Snare Drum with Carrier White Wrap 14 in. - Qty. 3
• Sabian B8X Band Cymbals, Pair 18 in. - Qty. 12
• Sabian B8X Band Regular 16 in. - Qty. 12
• Sabian B8X Band Cymbals, Pair 14 in. - Qty. 12
• Stentor Student II Series Violin Outfit Regular 4/4 Outfit - Qty. 12
• Stentor 1400 Student I Series Violin Outfit 1/32 - Qty. 12
• Rhythm Band Bongos Deluxe 6 1/2 in. H X7 in. and 8 in. - Qty. 18
• Remo Kid's Percussion Rain Forest Hand Drum Set - Qty. 24
• Remo Kid's Percussion Rain Forest Bongos - Qty. 24
• Etude ETR-100 Series Student Bb Trumpet Lacquer - Qty. 45
• Etude ETB-100 Series Student Trombone Lacquer - Qty. 45
• Sound Percussion Labs Marching Snare Drum with Carrier 14 x 12 in. Black - Qty. 60
• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 Black - Qty. 18
• Sound Percussion Labs Birch Marching Quads with Carrier 8/10/12/13 White - Qty. 18
• Sound Percussion Labs Birch Marching Bass Drum with Carrier - Black 18 x 14 in. - Qty. 30
- Sound Percussion Labs High-Tension Marching Snare Drum with Carrier 14 x 12 in. Black - Qty. 30
- Lyons Xylophone Regular Diatonic Soprano - Qty. 18
- Grover-Trophy Flutophones – Qty. 1,025
- Warranty/Protection Coverage

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Supply of the above mentioned instruments, equipment and supplies or approved equivalent meeting all specifications provided herein.</td>
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<td>Delivery</td>
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<td>Total</td>
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**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: ____________________________