



Request for Proposals (“RFP”)

For

District-Wide Furniture Initiative

Issued date July 10, 2023

Sealed Proposals will be accepted by

Director of Operations/Facilities Office

July 24, 2023, at 4:00 PM

Submit Proposals to: Irvin Maldonado
Director of Facilities/Operations
1350 Edgmont Avenue
Chester, PA 19013
Phone: 302-345-3537
Email: imaldonado@chesteruplandsd.org

INTRODUCTION

The Chester Upland School District (CUSD) is seeking vendors to provide furniture for the district's seven school buildings. The purchase of this furniture will provide adaptable and flexible seating throughout the buildings with collaborative work surfaces. ESSER funds shall be used to purchase the furniture and Bidder will be required to comply with all applicable grant requirements.

GENERAL STATEMENT

The Chester Upland School District serves a diverse community of students and is committed to providing them with a high-quality education. Unfortunately, the disruptions caused by the pandemic have had a significant impact on student learning outcomes, creating a pressing need to address learning loss. To support our students' academic recovery, we aim to replace old, soiled, broken furniture.

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 furniture. All substitutions can only be approved at the discretion of CUSD Director of Facilities/Operations.

TIMELINE

Date Issued: July 10, 2023

Proposal Due Date/Time: July 24, 2023

Project Timeline: Products will be ordered, purchased and received by 9/30/2023.

CONTACT FOR QUESTIONS AND INFORMATION

Prospective Providers ("Proposers") must direct all inquiries and communications concerning this RFP to Irvin Maldonado, CUSD, Director of Facilities/Operation at cell 302-345-3537. or imaldonado@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.

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 its 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 perform 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.

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

Proposers should submit their Proposals to Irvin Maldonado, Director of Facilities/Operations for the Chester Upland School District. Proposals should be submitted in sealed envelopes clearly marked "District-Wide Furniture Initiative" Proposals must be submitted no later than 4:00 PM, Monday, July 24, 2023. The award is contingent upon the Receiver's approval. Additional information may also be requested at: imaldonado@chesteruplandsd.org

Mail or Deliver three (3) hard copies of the proposal:

To: Irvin Maldonado, Director of Facilities/Operations
Chester Upland School District
1350 Edgmont
Chester, PA 19013
Phone:302-345-3537
Email: imaldonado@chesteruplandsd.org

RFP BUDGET

Cost (Breakdown of budget items)

Core, ProtectEdge, Black Seats/Black Frame			\$
Student Common Space			
• Configuration A.1 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 2	\$	\$
• Configuration A.2 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Configuration A.3 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Configuration A.4 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Configuration B.1 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Configuration B.2 COFFEE HOUSE CLEAN OUT STRAIGHT - SYSTEM	Qty. 1	\$	\$
• Configuration B.4 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Configuration C.1 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 8	\$	\$
• Configuration C.2 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 4	\$	\$
• Configuration C.3 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 4	\$	\$
• Configuration C.4 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 4	\$	\$
• Configuration D.1 COFFEE HOUSE END OR CORNER UNIT - SYSTEM 2	Qty. 2	\$	\$
• Configuration D.3 COFFEE HOUSE CLEAN OUT STRAIGHT - SYSTEM	Qty. 2	\$	\$
• Configuration D.3 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 2	\$	\$
• Configuration D.4 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 4	\$	\$
• Configuration E.1 COFFEE HOUSE OTTO - BENCH/OTTOMAN 1	Qty. 1	\$	\$
• Configuration E.2 COFFEE HOUSE OTTO - BENCH/OTTOMAN 1	Qty. 1	\$	\$
• Configuration E.4 COFFEE HOUSE CLEAN OUT STRAIGHT – SYSTEM	Qty. 1	\$	\$
• Tablet RENDEZVOUS SQD ARM W/TABLET (4) ON RIGHT AS SEATED – CHAIR	Qty. 2	\$	\$
Main Office Reception Area			

<ul style="list-style-type: none"> • LG21-OA Legend Chair, 21" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 1 LTC-SP-P Legend Spacer Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 1 LB31-OA Legend Chair, 31" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 1 LTC-SP-P Legend Spacer Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • LG21-OA Legend Chair, 21" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • Shipping 		-	\$
2nd Floor Office Suite			
<ul style="list-style-type: none"> • 4.1 LG21-OA Legend Chair, 21" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.2 1 LTC-SP-P Legend Spacer Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.3 1 LB31-OA Legend Chair, 31" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.4 1 LTC-SP-P Legend Spacer Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.5 LG21-OA Legend Chair, 21" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.6 LEC221F-OA Legend Chair, 21" Two-seat, center arm, open arm 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.7 LTC-90S-P Legend Square Corner Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.8 1 LB31-OA Legend Chair, 31" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> • 4.9 Shipping 		-	\$
Teacher Chairs			
<ul style="list-style-type: none"> • OTG11343B OTG11343B Air Mesh Task – Arm Chairs 	Qty. 48	\$	\$
<ul style="list-style-type: none"> • OTG10700 OTG10700 Set of Five Soft Casters with Collar 8 	Qty. 48	\$	\$
CHS Total		-	\$

Chester Upland School of the Arts (CUSA)			
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Cafeteria			
<ul style="list-style-type: none"> MSTB12-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 12' Swerve, MDF Core, ProtectEdge, Orange Top/Bench/Black Frame 	Qty. 2	\$	\$
<ul style="list-style-type: none"> MSTB12-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 12' Swerve, MDF , Persian Blue Top/Bench, Protect Edge Black Frame 	Qty. 3	\$	\$
<ul style="list-style-type: none"> MSTB8-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 8' Swerve, MDF Core, Persian Blue Top/Bench, ProtectEdge, Black Frame 	Qty. 2	\$	\$
<ul style="list-style-type: none"> MSTB8-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 8' Swerve, MDF Core, Orange Top/Bench, ProtectEdge, Black Frame 	Qty. 2	\$	\$
<ul style="list-style-type: none"> METB-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 10' Elliptical, MDF Core, Orange Top/Bench, ProtectEdge, Black Frame 	Qty. 2	\$	\$
<ul style="list-style-type: none"> METB-MDPEPC NPS® Mobile Cafeteria Table w/ Benches, 10' Elliptical, MDF Core, Persian Blue Top/Bench, ProtectEdge, Black Frame 	Qty. 1	\$	\$
<ul style="list-style-type: none"> 8505 HI TECH ULTRA COMPACT STACK CHAIR- Navy 	Qty. 122	\$	\$
<ul style="list-style-type: none"> DY85 Dolly for 8500 Series Stack Chairs, Navy Blue Seat Chrome Base - holds 40 chairs 	Qty. 3	\$	\$
Reception Seating			
<ul style="list-style-type: none"> LG21-OA Legend Black Chair, 21" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> 1 LTC-SP-P Legend Black Spacer Table (Includes two connecting brackets) 	Qty. 1	\$	\$
<ul style="list-style-type: none"> 1 LB31-OA Legend Black Chair, 31" Seat Width, With Arms 	Qty. 1	\$	\$
<ul style="list-style-type: none"> Shipping 		-	\$
Teacher Chairs			
<ul style="list-style-type: none"> 3.1 OTG11343B OTG11343B Black Air Mesh Task – Arm 	Qty. 30	\$	\$
<ul style="list-style-type: none"> 3.2 OTG10700 OTG10700 Set of Five Soft Casters with Collar 	Qty. 30	\$	\$
CUSA Total		-	\$

Edgmont Scholar's Academy (ESA)			
Common Planning Area			
<ul style="list-style-type: none"> OTG2700 OTG: High Back Black Luxhide Tilter Chair 	Qty. 8	\$	\$
<ul style="list-style-type: none"> OTG2782 OTG: Luxhide Black Guest Chair 	Qty. 2	\$	\$
Teacher Chairs			
<ul style="list-style-type: none"> OTG11343B OTG11343B Black Air Mesh Task - Arm 	Qty. 24	\$	\$
<ul style="list-style-type: none"> OTG10700 OTG10700 Set of Five Soft Casters with Collar 	Qty. 24	\$	\$
ESA Total		-	\$

Main Street Elementary School			
Outdoor Seating Work Group			
<ul style="list-style-type: none"> 926-101 Premier PolySteel: 4' Champion Expanded Metal Free Standing 	Qty. 8	\$	
<ul style="list-style-type: none"> KIT-SM-S Small Surface Mount Kit, Set of 4 for all Free Standing Square & Round Tables 	Qty. 8	\$	
<ul style="list-style-type: none"> Shipping Cost 		\$	
Common Planning Area			
<ul style="list-style-type: none"> PO48F-74P Portico Fixed Leg, Racetrack ,TT Base , 74P Edge, 48x96" 	Qty. 1	\$	
<ul style="list-style-type: none"> S7L/36300HD 700 Series Files Cabinet-1 Shelf-36Wx18Dx33-1/8"H 	Qty. 1	\$	
<ul style="list-style-type: none"> S7L/3618T-74P 700 Series Laminate Top for Side-by-Side Units,74P Edge,36x18" 	Qty. 1	\$	
<ul style="list-style-type: none"> 5633/NC Jessa Loveseat, Non-Contrast 	Qty. 1	\$	
<ul style="list-style-type: none"> 2209/L-74P Soltice Metal Square Lamp Table, Laminate Top,74P Edge,24x24x22"H 	Qty. 1	\$	
<ul style="list-style-type: none"> LL2200 LimeLite Four Leg Armless Chair with Casters, Uph Seat/Poly Back 	Qty. 10	\$	
Nurse's Office- Waiting Chairs			
<ul style="list-style-type: none"> IW418 Intellect Wave 4-Leg Chair, Large 	Qty. 4	\$	
Reception Seating			
<ul style="list-style-type: none"> OTG3915B OTG: Black Luxhide Guest 	Qty. 4	\$	
Teacher Chairs			
<ul style="list-style-type: none"> OTG11343B OTG11343B Black Air Mesh Task - Arm 	Qty. 24	\$	
<ul style="list-style-type: none"> OTG10700 OTG10700 Set of Five Soft Casters with Collar 	Qty. 24	\$	
Main Street Total		-	\$

STEM (STEM Academy at Showalter) Multi-Purpose Room			
<ul style="list-style-type: none"> LL7100 LimeLite Black High Density Armless Chair, Poly Seat/Back 	Qty. 500	\$	
<ul style="list-style-type: none"> LLDHD.BL Transport Dolly for LimeLite High-Density Chairs 	Qty. 20	\$	
Cafe Tables & Stools- KI			
<ul style="list-style-type: none"> SEGH42144L/CL Serenade Gathering Table, Contrast Laminate, 42x144"W, 42"H 	Qty. 3	\$	
<ul style="list-style-type: none"> LLS100H30 LimeLite High Density Armless Stool, Poly Seat/Back, 30" High 	Qty. 30	\$	
Folding Tables & Cart- NPS			
<ul style="list-style-type: none"> BT60R NPS® 60" Heavy Duty Round Folding Table, Speckled Grey 	Qty. 40	\$	
<ul style="list-style-type: none"> DY60R NPS® Folding Table Dolly for Vertical Storage, 48" & 60" Round Tables 	Qty. 4	\$	
Indoor/Outdoor Seating			
<ul style="list-style-type: none"> 6791_CHA Global: Spyker Indoor /Outdoor Charcoal Armless Stack Chairs 	Qty. 100	\$	
<ul style="list-style-type: none"> 6783,~STD Global: Spyker Chair Dolly 	Qty. 9	\$	
Teacher Chairs			
<ul style="list-style-type: none"> OTG11343B OTG11343B Black Air Mesh Task – Arm Chair 	Qty. 40	\$	
<ul style="list-style-type: none"> OTG10700 OTG10700 Set of Five Soft Casters with Collar 	Qty. 40	\$	
STEM Total		-	\$

Stetser Elementary School Café			
• MTFB12 NPS: 12' Rectangle Mobile Hunter Green Top/Bench Table with Benches, Protect Edge Black Frame	Qty.6	\$	
• MTFB12 NPS: 12' Rectangle Mobile Fashion Grey Top/Bench Table with Benches, Protect Edge Black Frame	Qty. 4	\$	
• MTFB10 NPS: 10' Rectangle Mobile Table with Benches, Top: Fashion Grey, Bench: Hunter Green, Protect Edge Black	Qty. 3	\$	
• MTFB10 NPS: 10' Rectangle Mobile Table with Benches Top: Hunter Green, Bench: Fashion Grey, Protect Edge Black	Qty. 3	\$	
• Shipping Cost		-	\$
Common Planning Space			
• PO36F-74P Portico Fixed Leg, Black Racetrack, T Base,74P Edge,36x72"	Qty. 1	\$	
• LL2100 LimeLite Four Black Leg Armless Chair with Casters, Poly Seat/Back	Qty. 6	\$	
Main Entrance Reception			
• 7D/D3048-74P-F 700 Series Desk, Full Modesty Panel, Kensington Maple, 74P Edge,30x48"W	Qty. 1	\$	
• S7P/1524HBF 700 Series Files Hanging Ped-Box/File-24" Nominal Depth	Qty. 1	\$	
• OTG2701 Mid Back Black Luxhide Tilter	Qty. 1	\$	
• OTG10700 Set of Five Soft Casters with Collar	Qty. 1	\$	
• OTG3915B Black Luxhide Guest Chair	Qty. 2	\$	
Teacher Chairs			
• OTG11343B OTG11343B Black Air Mesh Task – Armchair	Qty. 1	\$	
• OTG10700 OTG10700 Set of Five Soft Casters with Collar	Qty. 24	\$	
• INSTALLATION PRICE		-	\$
Stetser Total		-	\$

Toby Farms Intermediate School			
Outdoor Seating			
• 926-101 Premier PolySteel: 4' Champion Expanded Metal Free Standing Navy Square Table	Qty. 6	\$	\$
• KIT-SM-S Small Surface Mount Kit, Set of 2 for all Free Standing Square & Round Tables	Qty. 6	\$	\$
• 9LPU 9' Octagon 1 pc Lucaya Umbrella	Qty. 6	\$	\$
• 955-980 Grey Umbrella Stand	Qty. 6	\$	\$
• Shipping Cost		-	\$
Teacher Chairs			
• OTG11343B OTG11343B Black Air Mesh Task – Arm Chairs – Qty. 24	Qty. 24	\$	\$
• OTG10700 OTG10700 Set of Five Soft Casters with Collar – Qty. 24	Qty. 24	\$	\$
Common Planning Space			
• PIFR3060T-74P Pirouette,Fixed Training,Rectangular,30x60",74P Edge	Qty. 4	\$	\$
• LL2100 LimeLite Four Leg Armless Black Chairs with Casters, Poly Seat/Back	Qty. 8	\$	\$
Reception Seating			
• ZYLABTB Zoetry Tandem (Black Diamond) Lounge Sofa, Bariatric/Table/Bariatric	Qty. 2	\$	\$
• ZYLN B Zoetry Bariatric (Black Diamond) Lounge Chair	Qty. 1	\$	\$
Toby Farms Total		-	\$

Additional Fees	Amount
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: _____