

# **SOUTH WESTERN SCHOOL DISTRICT**

## **SPECIFICATIONS**

**FOR**

**Asphalt Paving**

**225 Bowman Road  
Hanover, PA 17331**

## SOUTH WESTERN SCHOOL DISTRICT

### SPECIFICATIONS FOR

#### Asphalt Paving

June 24, 2016

The Board of School Directors of the South Western School District invites sealed bids on the category noted above and specific items detailed in the attached documents. General bid conditions are listed below. It is the responsibility of each bidder to read and be aware of the conditions for bidding.

These specifications outline general conditions for bidding. Some items may not be applicable to a specific bid. If you are uncertain an item applies, please contact Mr. Jeffrey A. Mummert, Business Administrator (717-632-2500 x20100) for clarification.

#### A. GENERAL REQUIREMENTS

1. **Advertisement:** The South Western School District will accept sealed bids for the purpose of bituminous resurfacing until **2:00 PM prevailing time, Monday, July 18, 2016**, at which time they will be publicly opened and read. Specifications and information can be obtained by contacting Mr. Nathan Osborne, Director of School Facilities, 225 Bowman Road, Hanover, PA 17331 at (717) 632-2500. Bids must be clearly marked “ identify the bidder, and be forwarded in a sealed envelope to Mr. Jeffrey A. Mummert, Business Administrator, at the same address.
2. **Bid Identification:** All bids must be identified as to the nature of contents in the lower left corner of the envelope, such as **“District Asphalt Paving”**. Name and phone number of the vendor should be identified on each bid sheet submitted.
3. **Bidders Response:** All responses must be typewritten or written in ink and must be clearly identified with any changes or conditions noted. Changes or alterations in the bid may, at the discretion of the Board of School Directors, void the bid entirely or as to the part altered.
4. **Signature:** Each bid must be signed in ink by an authorized company representative giving his/her title and date.
5. **Bid Opening:** All bids must be delivered to South Western School District, 225 Bowman Road, Hanover, PA 17331, prior to 2:00 PM prevailing time, on Monday July 18, at which place and time they will be publicly opened and read.

6. **Terms:** For the purposes of these specifications, the term **“Contractor”** shall be the successful bidder or company.
7. **Reservation:** The Board of School Directors of the South Western School District reserves the right to reject any or all bids or parts of bids and may waive any informalities, technicalities, or irregularities, and to negotiate any corresponding escalation or de-escalation of items and/or price.
8. **Right-to-Know:** All bid items that require Right-to-Know information must be accompanied by a Material Safety Data Sheet (MSDS) listing all materials considered hazardous under the law. All items awarded must be properly labeled to conform to the Right-to-Know laws by the successful bidder.
9. **Unit Pricing:** Bids on equipment and supplies must show unit and total prices and where the figures are irreconcilable, awards will be made on the basis of unit prices. Such prices will be deemed to include all charges whatsoever and the South Western School District shall not be liable for any additional charges other than shown on the bid.
10. **Tax-Exempt:** The District is exempt from State sales tax and will complete the appropriate certification upon request.
11. **Vendor References:** Reference in our specifications to a certain vendor is to ease the bidding process and to establish a minimum standard of quality. This reference does not indicate a preference to that vendor, but provides you an additional reference to ensure your bids are for the proper items.
12. **Bid Bond:** All bids exceeding \$25,000 shall be accompanied by a Bid Bond or Certified Check drawn to the order of the South Western School District for ten percent (10%) of the amount of the bid as a guarantee that the bidder will execute a formal contract and furnish a bond as specified should the bidder be awarded the contract.
13. **Performance Bond and Labor and Material Payment Bond:** The successful bidder must, within ten (10) days of being notified of acceptance of the bid, and prior to the contract being awarded, for any contract exceeding \$10,000, provide a Performance Bond and Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the contract price. (Sections 756 and 757 of the PA School Code and Public Works Contractors Bond Law of 1967). Failure to comply will result in bidder’s certified check or bid bond being declared forfeited as liquidated damages and all obligations of the Owner in connection herewith will be cancelled. Certified checks will be returned to the unsuccessful bidders after the awarding of the contract and after the successful bidder has furnished a Performance Bond.

14. **No Cash Allowances:** No cash allowances for any purpose are included in the specifications of this project.
15. **Competent Workmen:** For projects with a total cost of \$25,000 or less, According to Section 752 of the Pennsylvania Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

16. **Discrimination Prohibited:** According to Section 755, Public School code of Pennsylvania, 1949 as amended, the Contractor agrees:

1. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no such contractor or sub-contractor, shall , by means of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates.

2. That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.

3. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,

4. That this contract may be cancelled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

17. **Human Relations Act:** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 349.101.

18. **Standard of Quality:** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words “or as approved equal,” they shall be subject to equals only as approved by the school district. A South Western School District representative shall be the sole judge in making determinations as to the quality.
19. **Provisions for the Use of Steel and Steel Products Made in the U.S.:** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines “steel products” to include machinery and equipment. The Act also provides clarifications and penalties.
20. **Asbestos:** No asbestos containing products will be used in the scope of this project.
21. **Compliance with Laws and Agency Mandates:** The Contractor shall be responsible for all costs and compliance with all laws, regulations and permits of local, state and federal governments, PA D.E.R., and E.P.A. regulations.

The Contractor shall be fully responsible for compliance with construction safety requirements of the PA Department of Labor and Industry and the U.S. Department of Labor Occupational Safety and Health Administration and the rules and provisions relating to the avoidance use of, handling, and disposal of hazardous materials or waste as promulgated by federal, state, and local governmental entities.

The South Western School District is exempt from Pennsylvania sales tax and Federal taxes. However, there are certain activities that are taxable (refer to the Pennsylvania Sales and Use Tax Law).

All applicable laws shall be deemed to be part of these specifications and the contract shall be enforced as though they were included.

22. **Procurement of Applicable Building Permit(s):** The owner shall secure and pay for the building permit(s) if needed.

**23. Insurance Requirements:**

A. Insurance Needed-From signing of the Contract until final payment, the Contractor shall at his expense, purchase and maintain the following insurance in companies properly licensed, having a Best Rating of A or A+, and satisfactory to the Owner. All insurance shall be carried with companies that are financially responsible. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Owner.

- 1) Workmen's Compensation, including Occupational Disease, and Employer's Liability Insurance:
  - a) Statutory-Amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws.
  - b) Employer's Liability at least \$500,000 each accident; \$500,000 disease policy limits; \$500,000 disease each employee.
- 2) Public Liability including coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products, and completed operations with limits not less than those states below.
  - a) General Aggregate \$1,000,000  
(Other than Products and Completed Operations)
  - b) Products and Completed Operations Aggregate \$1,000,000
  - c) Personal and Advertising Injury \$1,000,000
  - d) Each Occurrence \$1,000,000
- 3) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below.
  - a) Bodily Injury and Property Damage Combined \$1,000,000
- 4) Umbrella Liability policy minimum coverage \$1,000,000 each occurrence to override all Comprehensive Liability Policies.
- 5) Include the Owner and, as applicable, the construction manager and the Architect/Engineer, as additional insured under Contractor's Public Liability and Umbrella Excess Liability Policies.

6) Contractor shall submit to the Owner within five (5) days of the award of a contract, an appropriate Certificate of Insurance which certifies that the company is covered by insurance requirements as stated in sections A, 1)-5) above. A notarized letter shall accompany certificate of Insurance from the Contractor's insurance carrier advising the Owner to what degree the aggregate limit has been impaired. Further, the Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award.

- a) Contractor's Certificate of Insurance shall be submitted to the Owner on the standard 'Acord' Form.
- b) The Contractor shall require the Insurance Company to modify the cancellation reporting policy (as written in the lower right-hand of the 'Acord' Form) to read as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder named to the left.

B. Owner's Liability Insurance-The Owner shall provide the following kinds of insurance for the project:

1) Owner's Liability

- |  |             |
|--|-------------|
| a) General Aggregate<br>(Other than Products and Completed Operations) | \$2,000,000 |
| b) Products and Completed Operations Aggregate                         | \$2,000,000 |
| c) Personal and Advertising Injury                                     | \$1,000,000 |
| d) Each Occurrence   | \$1,000,000 |

C. In accord with the provisions of this Article, the Owner hereby notifies the Contractors that the Owner does not intend to carry Property Insurance on construction materials, stored on or off site, or in transit, nor construction equipment stored or in transit.

D. Installation Floater (Builder's Risk)-The Contractor will provide all risk coverage with a deductible not higher than \$1,000, per occurrence. The Owner will not supply coverage for Contractor's equipment and/or tools.

**24. Site Restoration:** Contractor shall be responsible to restore the site to the site's original condition upon completion of the installation work.

25. **Protection of Persons, Property, and Work in Progress:** Contractor shall provide all safety devices, fences, lights, barricades, signs, etc., as required for protection of persons, and temporary wood doors, window covers, locks, barricades, etc., to protect work in progress. No other signs will be permitted on the site.
26. **Use of Property:** Contractor(s) shall limit the use of the property to construction activities in areas designated as required to perform the project. Keep driveways and entrances clear at all times; do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements of storage of materials.
27. **Tobacco, Alcohol and Drugs:** The South Western School District's official policies prohibit the possession, use, or distribution of alcohol or drugs on school property, and the use of tobacco on school property. Contractors shall ensure that all workmen, delivery persons, inspectors, and subcontractors comply with these Board Policies.
28. **Contact Person(s):** All bidders are directed to contact Mr. Nathan Osborne, Director of School Facilities, at (717) 632-2500 x20101 for questions regarding the detailed specifications. Questions regarding the general bidding requirements should be directed to Mr. Jeff Mummert, Business Administrator/Board Secretary, at (717) 632-2500 x20100.
29. **Pennsylvania Prevailing Wage Rates:** This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987 amended by Act 342 of 1963, P.L. 653) as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of workers needed to perform the contract during the anticipated term thereof in the locality in which public work is performed, are part of these specifications. (Not required for this Bid)
30. **Use of Explosives:** Use of explosives is not permitted.
31. **Compatibility of Work to Existing Conditions:** The Contractor shall be fully responsible that, in an approved manner, each trade shall perform demolition work to any existing building(s) and appurtenances necessary to affect the construction of the new work and to make the various parts fit together with the existing. Trades shall excavate, disconnect, cut, cap-off, patch, and match with new materials as required, all in such a manner as approved by the utility companies, the local codes of enforcement, the Owner, and any and all other authorities having jurisdiction. Replace or repair any damage to surroundings caused by operations under this contract. As the case may be, all furnishings and loose equipment remain the property of the Owner and all other items of demolition (unless noted otherwise) become the property of the contractor, who is responsible for removing the same prior to the completion of this contract. (Not Required for this Bid)

32. **Pre-qualification of Bidders:** Vendors bidding on this project at the time of the submission of bids shall submit a list of references where similar work has been performed including name and telephone number of a contact person.
33. **Verifying Existing Utilities:** The Vendor must make all contacts necessary to verify location of existing utilities prior to beginning excavation.
34. **Delivery Schedule:** The schedule shall be coordinated with South Western School District prior to commencing any work and work shall be completed by August 12, 2016.
35. **Liquidated Damages:** (Not Required for this Bid)
36. **Owners Compliance in Retaining Payments:** If the District intends to retain a percentage of the payments to the contractors throughout the duration of the project as outlined in Act 317 of 1978, the amount and length of time will be noted on the bid document. (Not required in this Bid)
37. **Sub-Contracts:** The successful bidder shall not assign, transfer, or sublet bids without prior written approval by South Western School District.
38. **Payment:** Payment shall be approved upon receipt of the invoice and all units and service in a condition acceptable to South Western School District at its sole discretion where said payment has been approved by the Board of School Directors at its regularly scheduled monthly meeting.
39. **Liability:** Vendor will be responsible for any damage to property caused by the Vendor or his agents. Vendor further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to indemnify and save harmless the School District against any and all loss, costs, suits, claims, charges, or damages, or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense.
40. **Clearances:** Act 34 and Act 151 forms (Criminal Background and Child Abuse) must be supplied for all employees scheduled to work on the job site when school is in session.
41. **Bid/Price Dates:** No bidder may withdraw their bid for a period of 60 days after the date set for opening bids.
42. **Samples:** The South Western School District reserved the right to require bidder to ship sample(s) at bidder's expense and to reject sample as not meeting specifications at its sole discretion and to require bidder to remove sample unit(s)

at bidders expense. The district reserves the right to reject sample(s) as not meeting specifications at its sole discretion.

43. **Set Up:** Bidders price includes cost of in house delivery per South Western School District instructions and removal of shipping/packaging materials from South Western School District premises.
44. **Alternates:** Alternates must be clearly indicated on the bid response. If bidding an alternate, a sample must be provided.
45. **Non-Collusion Affidavit:** The enclosed Non-Collusion Affidavit must be executed and submitted with the bid document.
46. **Default:** Failure to conform to bid conditions or contract documents or purchase order shall result in the bidder being required to remove said item and repair or replace at no cost to the South Western School District. If bidder does not correct non-conformance within a specified time by South Western School District, the District has the right to remove and/or replace with items or services from the open market and any costs shall be the responsibility of the bidder.
47. **Site Visit:** The bidder shall be responsible to visit the site to acquaint themselves with local conditions at that location so that note can be made aware of anything that might affect their bids. The bidder shall verify all measurements and quantities

**Please indicate anticipated start date based on July 22, 2016 order date.**\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

# Specifications for Asphalt Paving

## **PART 1- General**

### **1.1 Quality Assurance**

- A. Manufactures Qualifications: A paving –mix manufacture registered with and approved by PennDot.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of PennDOT for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in PennDot standard specifications do not apply to this section.

## **PART 2- Products**

### **2.1 Aggregates**

- A. General: Aggregate shall be provided in accordance with the specifications set forth in PENNDOT Publication 408, Section 703, as amended.

### **2.2 Asphalt Materials**

- A. General: Asphalt materials shall be provided in accordance with the specifications set forth in PENNDOT Publication 408, as amended.
  - 1. Binder Course shall be: Material - 25mm, ESAL's - .3-3, SRL - "M" and Asphalt PG-64-22 with one mix technology.
  - 2. Wearing course shall be: Material- 9.5 mm, ESAL's-.3-3, SRL- "M" and Asphalt-PG-64-22 with one mix technology.

### **2.3 Auxiliary Materials**

- A. General: The following auxiliary materials shall be provided in accordance with the specifications set forth in PENNDOT publication 408, as amended.
  - 1. Joint Sealant

## **Part 3-Execution**

### **3.1 Examination**

- A. A Verify that subgrade is dry and in suitable condition to begin paving.
- B. Remove all existing pavement in repair areas. Re-grade and compact existing stone base. Additional aggregate base to be installed, rolled and compacted to provide a minimum 4" sub-base.

- C. Proof roll subgrade below pavements with heavy pneumatic- tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
  - 1. Completely proof roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof roll with loaded 10 -wheel, tandem- axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and of excessive pumping or rutting, as determined by owner, and replace with compacted backfill or as directed.
- D. Proceed with paving only after unsatisfactory conditions have been corrected.

### **3.2 Patching**

- A. Hot- Mix Asphalt Pavement: Milling and saw cutting are both acceptable methods of removal. Areas where milling is used, area shall be milled to accept for a smooth transition of the new asphalt and finished surface. At starting and ending areas saw cut and mill chisel for a smooth transition. For broken or crushed areas, saw cut perimeter, remove old material, fill with asphalt base to level of existing blacktop. Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoid patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.
- B. Tack Coat: Apply tack coat in accordance with specifications set forth in PENNDOT Publication 408, Section 460, as amended.
- C. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces. Pavement should consist of 3 inches of finished thickness of binder course and 1 ½ inches on wearing course.

### **3.3 Hot mix Asphalt Placing**

- A. Machine place hot-mix asphalt in accordance with specifications set forth in PENNDOT Publication 408, as amended.
- B. Hand apply hot-mix asphalt in areas too small for machine placing according to PENNDOT specifications.
- C. Athletic field path – 2.5” compacted ID-3
  - a. Approximately 200 lf @ 10’ wide
  - b. Approximately 300 lf @ 6’ wide
- D. Park Hills Basketball court – 1.5” ID-2 over 2.5” Binder
  - a. Approximately 9200 sf

### **3.4 Joints**

- A. Construct joints in accordance with specifications set forth in PENNDOT Publication 408, as amended.

### **3.5 Compaction**

- A. General: Thoroughly proof-roll and compact all areas to be paved in accordance with the specifications set forth in PENNDOT Publication 408,210, as amended.
- B. Repairs: repairs shall be performed in accordance with the specifications set forth in PENNDOT Publication 408, as amended.
- C. Protection: after final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- D. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### **3.6 Installation Tolerances**

- A. Pavement thickness: Compact each course to produce the thickness indicated within the tolerances outlined in PENNDOT Publication 408, as amended.
- B. Pavement surface Smoothness: Compact each course to produce a surface smoothness within the tolerances outlined in PENNDOT Publication 408, as amended.

### **3.7 Disposal**

- A. Remove excavated materials from project site and legally dispose of.

**BIDDING FORM**

4.1 Material and Quantity for completion of work:

A. Athletic Field 200 Bowman Rd \$ \_\_\_\_\_

B. Basket Ball Courts 137 Granger St \$ \_\_\_\_\_

Price shall include equipment, labor, material and delivery of material to the site.

**Company Name:**

\_\_\_\_\_

**Company Address/Phone No:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Company Signature/Title:**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Title)**

**SOUTH WESTERN SCHOOL DISTRICT  
225 Bowman Road  
Hanover, PA 17331**

**FORM OF PROPOSAL**

Gentlemen:

We, the undersigned, herewith propose and agree to furnish to the South Western School District any item at the net prices set opposite each item on the attached sheets.

This proposal is subject to all the terms of the Contract Documents which include the Advertisement for Bids, Information to Bidders, General Conditions of the Bid, Special Conditions, if any, the Specifications for the Supplies and/or Materials desired, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us, and to furnish such security as these specifications require.

We understand that the South Western School District reserves the right to reject any or all bids or any portion thereof not deemed satisfactory, or to select single items from any bid.

**( ) ANY SPECIAL CONDITIONS OF THIS BID PROPOSAL MUST BE ATTACHED TO THIS FORM OF PROPOSAL.**

The undersigned bidder certifies to having read the Advertisement for Bids, Conditions of Bid or Proposal, Instructions to Bidders, and Specifications, and offers to furnish supplies and/or materials as specified to the School District in exact accordance with these specifications and conditions at the prices stated on the attached forms.

If Bidder is an Individual                      SIGNATURE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE \_\_\_\_\_

If Bidder is an Individual  
Trading under a Fictitious  
Name, or is a Partnership                      SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
Title

TRADING AS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE \_\_\_\_\_

If Bidder is a Corporation  
Fill in Corporate Name and Sign                      NAME \_\_\_\_\_  
\_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
President

SIGNATURE \_\_\_\_\_  
Secretary

## 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. §§ 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

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_ :  
:S.S.  
County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of

\_\_\_\_\_  
[Title]  
[Name of my firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_ its affiliates,  
subsidiaries, officers, directors  
[Name of my Firm]

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and  
acknowledges that the  
[Name of my firm]

above representations are material and important, and will be relied on by South Western School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from South Western School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
[Name and  
Company Position]

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

2785K