

OFFICIAL

MT. LEBANON, PENNSYLVANIA

NOTICE TO CONTRACTORS AND SUPPLIERS

Separate, sealed proposals will be received by the Commission of Mt. Lebanon, PA until 11:00 a.m., prevailing time on February 4, 2022, at the Commission Chambers of the Municipal Building, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228, for the following:

- PARK MOWING – AREA 1 MAIN PARK, BIRD PARK, BEADLING AT CEDAR
- PARK MOWING – AREA 2 PARK AREAS
- PARK MOWING – AREA 3 TRAFFIC ISLANDS
- PARK MOWING – AREA 4 ATHLETIC FIELDS
- FLOWER BED PLANTING AND MAINTENANCE
- LIBRARY, PUBLIC SAFETY CENTER, & CLEARVIEW COMMONS TURF & GROUNDS MAINTENANCE

Each bid must be accompanied by a certified, treasurer's or cashier's check made payable to the Treasurer of Mt. Lebanon, Pennsylvania in the amount of \$1,000.00

Specifications, proposals and all necessary information may be obtained at the office of the Director of Public Works, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228.

All proposals must be placed in a sealed envelope addressed to Rudy Sukal, Director, 710 Washington Road, Mt. Lebanon, Pennsylvania 15228 and marked:

- "Bid for Park Mowing – Area 1 Main Park, Bird Park, Beadling at Cedar"
- "Bid for Park Mowing – Area 2 Park Areas"
- "Bid for Park Mowing – Area 3 Traffic Islands"
- "Bid for Park Mowing – Area 4 Athletic Fields"
- "Bid for Flower Bed Planting and Maintenance"
- "Bid for Library, Public Safety Center, & Clearview Commons Turf & Grounds Maintenance"

and delivered to the Customer Service Center "Bid Box" 1st floor, 710 Washington Road, Pittsburgh, Pennsylvania 15228. Bids must be delivered before the time specified, only to this location.

The Commission of Mt. Lebanon, Pennsylvania reserves the right to waive any informalities or to reject any or all bids.

Keith McGill
Mt. Lebanon Manager

**MT. LEBANON, PENNSYLVANIA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACTUAL SPECIFICATIONS
FLOWER BED PLANTING AND MAINTENANCE**

GENERAL INSTRUCTIONS TO BIDDERS:

Sealed bids will be opened at the time and date specified in the Official Notice in the Mt. Lebanon Commission Chambers, 710 Washington Road, for **Flower Bed Planting and Maintenance**.

1. OFFICIAL BID BLANKS MUST BE USED. All spaces must be completed, using typewriter or ink, and no other marks are to be made thereon. The bidder shall mark "No Bid" in any space where he does not propose to bid the work. All bids must be signed and must be accompanied by the Official Notice and a set of Official Contractual Specifications as set forth hereinafter.
2. A copy of the contract document (agreement) is attached to and shall be made a part of these specifications. Do not sign the contract copy attached.
3. Each bid must be accompanied by a certified, treasurer's or cashier's check in the amount of \$1000, made payable to "Mt. Lebanon, Pennsylvania".
4. The Mt. Lebanon Commission reserves the right to reject any or all bids.
5. Proposals must be received no later than the time stipulated in the Official Bid Notice. Bids must be submitted in sealed envelopes, bearing on the outside the name of the bidder, his address and the words "**Flower Bed Planting and Maintenance**".
6. The successful bidder, upon failure or refusal to execute and deliver the contract within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to Mt. Lebanon the security deposited with his bid. All bid deposits of unsuccessful bidders shall be returned to them upon either the tender by the successful bidder of the required contract, or the expiration of sixty (60) days after the time for the opening of bids, whichever shall be first to occur. Upon execution of the contract, the bid deposit of the bidder with whom the contract is executed shall be returned.
7. No bid received after the time specified in the Official Notice will be considered, except when a bid arrived by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of Mt. Lebanon, Pennsylvania that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible.

8. It is the responsibility of the bidder to contact the Mt. Lebanon Director or Superintendent of Public Works to acquire a clear understanding of all conditions under which the work is to be performed. Upon request, the Director of Public Works or his authorized representative will accompany the bidder to the various planting areas.
9. Basis of Award: The bid must include costs for a one year contract period. The Commission will award a contract for a one year base bid.
10. Bids will be accepted for **Flower Bed Planting and Maintenance** work to take place from the first week in April through the completion of the leaf removal portion of the agreement.
11. The Commission of Mt. Lebanon reserves the right to reject any or all bids and to waive any informalities in bids submitted.
12. Non-Collusion Affidavit: Each bid must be accompanied by a notarized Non-Collusion Affidavit on the form attached to the proposal. Any bid which does not include the affidavit will not be accepted.

**MT. LEBANON, PENNSYLVANIA
DEPARTMENT OF PUBLIC WORKS
PROPOSAL
FLOWER BED PLANTING AND MAINTENANCE**

January 2022

Mt. Lebanon Commission
710 Washington Road
Pittsburgh, Pennsylvania 15228

Commissioners:

I (we) hereby propose to complete a program of flower planting and flower bed maintenance on certain planting areas throughout Mt. Lebanon, Pennsylvania, in compliance with your Official Notice, Specifications and Instructions.

**Flower Planting and Bed
Maintenance**

Total Cost

\$ _____ 2022 \$ _____ 2023 \$ _____ 2024

This bid is accompanied by a Certified or a Treasurer's check made payable to the Treasurer of Mt. Lebanon, Pennsylvania. It is understood that the Commission of Mt. Lebanon reserves the right to reject any or all bids.

Respectfully submitted,

Signature of Contractor _____

Print Name of Contractor _____

Address _____

Telephone Number _____

FLOWER BED PLANTING AND MAINTENANCE LIST

Salem at Cedar
Greenhurst at Bower Hill
Greenhurst at Cedar (right side)
Greenhurst at Cedar (left side)
Carleton at Elatan
Osage at Valleyview
Pinetree at Larchmont
N. Meadowcroft at Oak Forest
N. Meadowcroft at Beverly
Beverly at Newburn
Jefferson at Washington (entrance)
Jefferson at Washington (lower bed)
Main Entrance at Lebanon Hills (Upper Bed)
Main Entrance at Lebanon Hills (Lower Bed)
Lebanon Hills at Park Entrance
Park Entrance at Washington
Longuevue at Washington
Cedar at Beadling
Seminole at Iroquois
Cherokee at Ordale
Standish at Ordale
Standish at Washington (Bed 1)
Standish at Washington (Bed 2)
Standish at Washington (Bed 3)
Oregon Trail
Marshall at Connor

PARK AREAS

Main Park Island
Main Park, Martha's Playground (Entrance)
Main Park, Martha's Playground (Area-All Beds)
Main Park Dixon (All Beds)
Church Place Park
Tennis Center (Above Courts)
Tennis Center (Between Courts & Cedar Blvd)

Flower Bed Maintenance Schedule Perennial & Annual Areas

A. Bed Preparation. (*Spring Season*) March/April Schedule

Perennial Bed Areas

- Weed and Clean Leaves, Debris, and Trash from beds weekly
- Cut all Perennials to 2" of Ground and Fountain Grasses to 3"
- Re-Edge Bed Contour-Remove edging material from flower bed and dispose of off-site. Edging material is not to be distributed into the bed
- Fertilize all Existing plants with a slow release fertilizer, such as Osmocote Plus (15-9-12)
- Prune Shrubs minimally as to as to keep their general shape, allowing them to grow into each other. Do not allow shrubs to grow over 24"-30" in height to maintain safe sight lines for vehicle travel
- Apply a Pre-Emergent Herbicide (Preen Organic Vegetable Garden Organic Weed Preventer) at the application rate recommended by the Manufacturer.
- Apply mulch as to keep a depth of 2" throughout the bed. Do not pile mulch closer than 6" from Shrub Root Crowns
- Some beds have tulips and daffodils planted. These beds will be planted last to allow flowers to dry out.
- The Municipality has planted perennials in all of the flower beds, hosta, yucca and fountain grasses, etc.

Annual Bed Areas (Preparation)

- When the weeds have sizable growth of three (3") to four (4") inches the beds are to be sprayed with a non-selective herbicide containing glyphosate according to labeled instructions to eradicate all weeds.
- In preparing each flower bed the contractor shall remove all dead material eight (8) to ten (10) days after the herbicide application.
- Each bed shall then be cultivated to a depth of four (4") to five (5") inches either by hand or mechanical equipment. After cultivating has been completed, spread a dry fertilizer to the bed at the application rate recommended by the Manufacturer while raking each bed.
- Each bed shall then be edged to the satisfaction of the Municipality. Edging cuttings are to be removed from the bed and disposed of off-site. Do not distribute the cut edging back into the bed.
- All Dirt & Debris must be Removed from Sidewalks/Curbs/Roads and Disposed of Off-Site
- The Municipality may be treating the turf area with a pre-emergence or selective broad leaf herbicide.
- When removing the annual flowers in the fall, leave Dusty Miller plants and do not disturb the perennials.

Annual Bed Areas

(Planting)

- Flowers will be planted by the Contractor on twelve (12") inch centers providing an eighteen (18") inch border around the perimeter of the bed.
- The larger (taller) flowers will be planted in the center of each bed and the smaller (shorter) flowers will be planted around the perimeter of each bed.
- All flower beds designated by the Municipality must be planted by Memorial Day of each calendar year (excluding the application of mulch material).
- After all planting areas have been cultivated for the first time during the year, the Contractor shall apply a two (2") to three (3") inch layer of mushroom manure mulch to each flower bed after the flowers have been planted.

B. Maintenance/Pruning/Watering (*Late Spring / Early Summer*) May/June Schedule

- Weed and Clean Leaves, Debris, and Trash from the beds **Weekly**
- Cultivate Annual Flower Beds on the 2nd and 4th Week of the Month
- Note & Report any Vegetation showing signs of Stress, or that is not Leafing Out, to the Municipality. The Municipality may choose to have the Contractor Install new Plants in place of the Dead or Diseased Plants. The Contractor shall agree to charge the Municipality for Materials & Installation based on Section E. of the agreement.
- **May-Hand Water** New Plantings and Drought Stressed Plants as needed each week, some New Plantings may require Watering twice a week depending on environmental conditions. Do not over-water
- **June-Hand Water** New Plantings and Drought Stressed Plants showing signs of stress (Drooping, Browning from Top Down) these plants may require watering twice a week. Do not Over-Water. Plants should be receiving a minimum of 1" of water per week due to the surrounding asphalt and seasonal heat.
- All New or Replacement Perennial Plantings shall be Installed by June 15th
 - Prices for Contractor Material & Installation will Apply
(See Table Section E)

C. Maintenance/Pruning/Watering (*Summer Season*). July/August/September Schedule

- Weed and Clean Leaves, Debris, and Trash from the Beds Weekly
- Cultivate Annual Flower Beds on the 2nd and 4th Week of each Month
- Prune Spent Blooms off of Perennials Each Month
- Watering (**July/August/September**)- Continue to Hand Water New Plantings and Drought Stressed Plants showing signs of stress (Drooping, Browning from Top Down) these plants may require watering twice a week. Do not Over-Water. Plants should be receiving a minimum of 1" of water per week due to the surrounding asphalt and seasonal heat.

D. Flower Bed Maintenance. (Fall Season)

October/November Schedule

- Weed and Clean Leaves, Debris, and Trash from the beds Weekly
- **October-** Hand Water New Plantings and Drought Stressed Plants showing signs of stress (Drooping, Browning from Top Down) these plants may require watering twice a week. Do not Over-Water. Plants should be receiving a minimum of 1” of water per week due to the surrounding asphalt and seasonal heat.
- **November-** Trim any excessive growth, but leave perennials in place for winter interest if they have not become sparse looking.
- **Leaves-** The contractor shall be responsible for leaf removal from all areas specified in this agreement.
 - The leaves shall be gathered and removed from mulched areas and disposed of off-site. No leaves are to be blown into the streets or turf areas surrounding the bed.
 - Leaf cleanup shall take place during the first two weeks of November each year, but may be extended to the third and fourth weeks, due to some species of trees dropping their leaves later.
 - A final approval must be given to the Contractor by the Director of Public Works, or his or her designee, stating that the areas in the agreement have been removed of leaves to the satisfaction of the Municipality before the Contractor can complete the Fall Cleaning of Leaves portion of the agreement.

E. Pricing for Contractor Material & Installation

Botanical Name	Common Name	Size	Condition	Price Installed
Acer Griseum	Paperbark Maple	1 ¼ Cal	Ball & Burlap	\$
Potentilla Fruticosa 'Abbotswood'	Abbotswood Potentilla	#3 15" Height	Cont.	\$
Rosa Flower Carpet Pink Supreme	Carefree Beauty Shrub Rose	#3 15" Height	Cont.	\$
Juniperus Conferta 'Blue Pacific'	Blue Pacific Juniper	#3 12" Height	Cont.	\$
Viburnum	Viburnum	#3 15" Height	Cont.	\$
Pinus Mugo	Mugho Pine	#3 15" Height	Cont.	\$
Dennstaedtia Punctilobula	Hay-Scented Fern	#1	Cont.	\$
Hydrangea 'Endless Summer'	Endless Summer Hydrangea	#5 24" Height	Cont.	\$
Pennisetum Alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#2	Cont.	\$
Calamagrostis x Acutiflora 'Karl Foester'	Feather Reed Grass	#3	Cont.	\$
Erianthus Ravennae	Plume Grass	#2	Cont.	\$
Echinacea Purpurea	Purple Coneflower	#1	Cont.	\$
Leucanthemum x Superbum 'Becky'	Shasta Daisy	#1	Cont.	\$
Rudbeckia Fulgida var. Sullivantii 'Goldsturm'	Goldsturm Blck-Eyed Susan	#1	Cont.	\$
Salvia x Nemerosa 'May Night'	May Night Salvia	#1	Cont.	\$
Perovskia Atriplicifolia 'Little Spire'	Little Spire Russian Sage	#2	Cont.	\$
Coreopsis Verticallata 'Cream Blue'	Cream Blue Coreopsis	#1	Cont.	\$

ANNUAL FLOWERS QUANTITIES FOR BED MAINTENANCE

Existing Beds Regular Planting

10 flats	Victoria Blue Sage
10 flats	Red Sage
10 flats	White (Carpet of Snow) Alyssum
10 flats	Cut Leaf - Dusty Miller
10 flats	Rainbow Coleus
15 flats	Yellow Only 2" 15"-18" Variety - Marigolds
15 flats	White (Green-Leaf) Wax Begonias
15 flats	Pink Vinca
15 flats	White Vinca
15 flats	Red Vinca
15 flats	Blue Ageratum

AGREEMENT

This Agreement is made and entered into by and between Mt. Lebanon, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania, hereinafter designated as the "Municipality", and _____ hereinafter designated as the "Contractor."

WITNESSETH that for and in consideration of the premises and the mutual agreement and undertakings of the parties hereto, the Contractor agrees to complete a program of flower planting and flower bed maintenance on certain planting areas designated by the Municipality, and the Municipality agrees to pay for the same, all subject to the following terms and conditions:

1. **Provision of Labor, Tools and Equipment.** The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the program of flower planting and flower bed maintenance as designated by the Municipality.
2. **Observance of Laws and Ordinances.** The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work provided in this Agreement. The Contractor will observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
3. **Payment of Other Parties.** The Contractor shall not obligate the Municipality to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the Municipality without prior written approval of the Municipal Manager or his authorized representative. No work shall be done on any flower bed or planting area involved in such payments, promises or representations until such approval of the Municipal Manager or his authorized representative has been obtained.
4. **Description of Work.** The Contractor agrees to plant annual flowers as well as maintain and cultivate flower beds on certain planting areas in the manner specified in this Agreement. The specific areas to be planted and maintained are attached to and made a part of this contract and the specifications. All Flower Beds will follow the attached Maintenance Schedule.
5. **Provision of Flowers and Mulch.** The Contractor agrees to furnish and pay necessary expenses for all flowers, mulch, and mushroom manure in connection with the program of flower planting and flower bed maintenance as designated by the Municipality.
6. **Description of Flowers.** The Municipality's annual flower planting program requires approximately 140 flats (48 plants per flat) of six (6") to eight (8") inch annuals. The list of annuals is attached. The planting design, amounts and types of flowers to be planted in each bed is reserved exclusively to the Superintendent of Public Works. Prior to planting flowers, the Contractor shall consult with the Superintendent of Public Works to determine the precise location of each flower bed and the proportionate amount of flowers to be planted in each.
7. **Work Schedule.** The work performed by the Contractor as described in this Agreement will normally take place from the spring growing season through the completion of the leaf removal portion of the agreement.

8. **Hours of Work.** The Contractor may perform the work on any day(s) of the week, with the exception of Sunday, between the hours of 7:00 a.m. and 7:00 p.m.
9. **Equipment.** The Contractor is responsible for providing, maintaining and transporting all necessary equipment and fuel for its use, in connection with the program of flower planting and flower bed maintenance described in this Agreement. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
10. **Specifications and Bid Proposal.** The specifications and bid proposal submitted by the Contractor shall be incorporated herein and are to be construed as part of this Agreement. If the Municipality requests and accepts bids or quotations for additional flower planting and flower bed maintenance work which the Contractor agrees to provide, such bids or quotations shall be incorporated herein and are to be construed as part of this Agreement.
11. **Personnel.** The Contractor's personnel shall at all times present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Municipality's public relations. The Municipality and the Contractor will each be promptly notified by the other of any complaints received from the property owners. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the Municipal Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
12. **Supervision, Consultation and Reporting.** It is agreed that the Municipal Manager or his authorized representative, and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Director or Superintendent of Public Works and subject to his approval. The Contractor will consult with the Director or Superintendent of Public Works regarding the details, scheduling and performance of the flower planting and flower bed maintenance work, and will provide, upon the Municipality's request, weekly or monthly reports of work performed.
13. **Obstruction of Streets and Rights of Way.** The Contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Contractor when warranted. It is the Contractor's responsibility to remove all surplus material and debris from streets as work progresses in order that the public will have adequate use of the affected streets.
14. **Accident Prevention.** The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Municipal Manager or his authorized representative may require the contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

15. **Payment for Services.** In return for work performed by the Contractor, the Municipality agrees to pay the Contractor the sum of \$_____ for the calendar year 2022, a sum of \$_____ for the calendar year 2023, and a sum of \$_____ for the calendar year 2024.
- A. Fifteen (15) percent of the total sum bid for the year in which the work is performed on the first day of May, June, July, August and September of each year, pursuant to invoices submitted by the Contractor.
 - B. The remaining twenty-five (25) percent of the total sum bid for the year in which the work is performed, on October 15th of each year, pursuant to an invoice submitted by the Contractor following satisfactory completion of work.
16. **Insurance.** The Contractor agrees to furnish and maintain during the period of this Agreement, at its own cost, policies of insurance as follows:
- A. Covering the legal liability of the Contractor, and/or its subcontractors who may be engaged in the work, to pay claims for personal injuries to the Contractor's employees and for death resulting therefrom under applicable Workmen's Compensation Law.
 - B. Covering the legal liability of the Contractor to pay claims or damages for personal injuries including wrongful death, in an amount not less than \$500,000.00 for any one person and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident, and to pay property damages arising from operations under this Agreement in an amount not less than \$200,000.00 for each accident and \$500,000.00 aggregate.
 - C. The Contractor shall provide the Municipality with a certificate issued by the insurance carrier or broker which evidences the coverage described above to the satisfaction of Mt. Lebanon.
 - D. The Contractor and all employees or agents of the Contractor assume all risk and danger incidental to the Contractor's obligations and operations provided in this Agreement. The Contractor agrees that neither the Municipality nor any of its officials, employees, agents or representatives shall be liable for injuries (including death) arising out of the Contractor's obligations and operations provided in this Agreement. The Contractor and all employees or agents of the Contractor do hereby forever release, remise and discharge the Municipality of and from any and all manner of actions, causes of action, claims and demands whatsoever and howsoever occurring for reason of injuries (including death) to person or property arising out of the Contractor's obligations and operations provided in this Agreement.
17. **Liquidated Damages.** If the Contractor fails to perform the work in the manner specified by this Agreement, the Municipality may, at its option, assess the Contractor for each day that the work is not performed. Before assessing liquidated damages, the Municipality will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The assessment will be not more than ten dollars (\$10) per area per day. If, after further written notice, the Contractor fails to take corrective action the Municipality may terminate this Agreement and enter into an agreement with another contractor, or may

perform the work itself. The cost of performing the work will be deducted from any amount due under the Payment of Services schedule.

18. **Term of Agreement.** This Agreement represents the entire Agreement between the Municipality and the Contractor, and is entered into on the ___ day of _____, 2022. This Agreement shall become effective March 1, 2022, and shall remain in effect up to and including midnight, December 31, 2022; with the Municipality, subject to the provisions hereinafter stated, having two (2) successive, irrevocable options to renew for the period January 1, 2023 to and including December 31, 2023 (hereinafter designated as "First Renewal Period"), and for the period January 1, 2024 to and including December 31, 2024 (hereinafter designated as "Second Renewal Period").

The Municipality shall have the option of renewing this Agreement for the First Renewal Period on the basis of the bid price submitted by the Contractor for such First Renewal Period, and upon all of the other terms and conditions stated in this Agreement, by notifying the Contractor in writing on or before October 31, 2022. If the Municipality fails to provide such notification to the Contractor to renew this Agreement for the First Renewal Period, then this Agreement shall terminate on December 31, 2022.

If the Municipality exercises its option to renew for the First Renewal Period as set forth above, the Municipality shall have the option of renewing this Agreement for the Second Renewal Period, and upon all of the other terms and conditions stated in this Agreement, by notifying the Contractor in writing on or before October 31, 2023. If the Municipality fails to provide such notification to the Contractor to renew this Agreement for the Second Renewal Period, then this Agreement shall terminate on December 31, 2023.

WITNESS

CONTRACTOR

By: _____

Name:

Address:

Telephone:

ATTEST:

MT. LEBANON, PENNSYLVANIA

Public Works Director

By: _____
Municipal Manager

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 and
(Name of my firm)

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 above representations are
(Name of my firm)

material and important, and will be relied on by _____ in awarding the contract(s) for which this bid is
(Name of public entity)

submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ of the true facts relating to the submission of bids for this contract.
(Name of public entity)

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____,

Notary Public

My Commission Expires