

ADVERTISEMENT FOR BID

Notice is hereby given that:

The Downingtown Area School District is soliciting sealed bids for the delivery and installation of Food Consumer Science equipment at the following locations:

- 1. Downingtown Middle School, 115 Rock Raymond Rd, Downingtown, PA 19335**
- 2. Lionville Middle School, 550 W Uwchlan Ave, Downingtown, PA 19335**
- 3. Downingtown West High School, 445 Manor Ave, Downingtown, PA 19335**
- 4. Downingtown East High School, 50 Devon Drive, Exton, PA 19341**

Proposals must include all equipment. Partial or incomplete proposals will not be accepted. Bids must include delivery and installation.

All proposals must include detailed item specifications, including brand names and model numbers.

Bid Submission Deadline:

Sealed bids must be received by 11:00 AM EST, September 18, 2025, at the address below. Submissions must be hand-delivered or time-stamped by this deadline.

Downingtown Area School District

Attn: Matthew House, Procurement Manager
540 Trestle Place
Downingtown, PA 19335

Bid Opening:

Bids will be publicly opened via Teams at **1:00 PM EST** on the same day.

Anticipated Award Date: October 9, 2005

Scope of Work:

The base scope includes, but is not limited to, providing all labor, equipment, materials, tools, supervision, transportation, rigging, and connection to existing utilities.

The District reserves the right to reject any or all bids and to waive any irregularities.

Bid Documents:

Complete bid specifications and site details are available at:
<https://www.dasd.org/departments/business/purchasing>

END OF ADVERTISEMENT FOR BID

DOWNINGTOWN AREA SCHOOL DISTRICT
540 Trestle Place, Downingtown, PA 19335

INVITATION TO BID

The Downingtown Area School District is seeking sealed bids for the delivery and installation of Food Consumer Science equipment at four district schools.

Bids must be submitted using the enclosed District forms and must comply with all specifications provided. Each sealed bid package must include the following:

- Completed Bid Proposal Form
- Completed and notarized Non-Collusion Affidavit
- List of Subcontractors (if applicable)
- References
- Bid Proposal Form
- Item Specifications

The District is exempt from Pennsylvania state sales tax.

Submission Deadline:

Sealed bids will be accepted until **11:00 a.m. on September 18, 2025**, via time-stamped mail or hand delivery. **Email submissions will not be accepted.**

Anticipated Tentative Award Date: September 19, 2025

Anticipated Board Approval & Purchase Order Date: October 9, 2025

Bid Labeling & Delivery:

All bids must be clearly marked “**25-26 FCS Equipment**” and delivered to:

Matthew House, Procurement Manager
Downingtown Area School District
540 Trestle Place
Downingtown, PA 19335

Bid Opening:

Bids will be publicly opened at **1:00 p.m. on September 18**, via Teams. A meeting link will be posted on the District’s website and emailed to bidders 30 minutes prior to the opening.

The District reserves the right to accept or reject any or all bids, or portions thereof, and to waive any informalities as permitted by law. Delivery and installation timelines will be determined after the award, based on lead times and school access.

A District-issued purchase order award shall constitute a binding contract. All questions regarding this bid should be directed to:

Matthew House
Procurement Manager
mhouse@dasd.org

DOWNINGTOWN AREA SCHOOL DISTRICT

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING

BIDDING PREPARATION:

Bids will be received by the Board of School Directors of the Downingtown Area School District ("School District"), Downingtown, Pennsylvania, addressed to the attention of Matthew House at the Downingtown Area School District Administration Building, 540 Trestle Place, Downingtown, Pennsylvania 19335, until the day and hour set forth in the Invitation to Bid.

Each Vendor shall familiarize itself with the enclosed and/or referenced instructions, Specifications and related contract documents (hereinafter referred to as the "bid documents") and will be held responsible for full compliance with all requirements, if awarded the contract. All bid documents associated with this project are available on the School District's website at www.dasd.org. Departments/Business/Purchasing/BIDS-RFPs.

Only bids submitted on the forms provided will be considered. Changes and/or alterations to the forms or their contents are not permitted. All bids must be typed or printed in ink, signed by a duly authorized representative of the Vendor and submitted in a sealed envelope plainly marked with the BID title. A completed, signed and notarized Non-Collusion Affidavit (copy attached) must be submitted with all bids.

The School District reserves the right to request an oral presentation prior to the awarding of the contract.

REVISION:

If it becomes necessary to revise any part of the bid documents, addenda will be provided to all prospective bidders via the School District's website. Prospective bidders are directed to periodically check the School District's website prior to submission of the bid. The bidder shall acknowledge receipt of all addenda distributed on their submitted bid form.

EXTENSION OF TIME TO OPEN BIDS:

If the School District determines that a response to inquiries or addenda is required, the time of bid opening may be extended by the School District.

BID WITHDRAWAL:

Bids must remain firm for a period of ninety (90) days from the date of bid opening after which they may be withdrawn.

SCOPE OF WORK:

The specifications for this project are published on the School District's website and attached are part of the bid documents. Each Vendor agrees and guarantees that the bids submitted and the items offered conform to the specifications of this project; however, the final determination of whether or not they do rests solely with the Board of School Directors.

CONFLICTS OR DISCREPANCIES:

Should a bidder find conflicts or discrepancies in the bid documents, or should there be uncertainty as to the meaning or intent of any part thereof, or should there be conflicts between the bid documents and any applicable laws or regulations, the bidder must, not later than seven

(7) days prior to the bid opening, request clarification from the School District via email to Matthew House, Procurement Manager, at mhouse@dasd.org. Failure to request clarification shall constitute a waiver of any claim by the bidder for expenses or damages incurred as a result of a later interpretation of the bid documents or specifications by the School District.

Oral explanations and instructions will not be binding upon the School District; only written addenda are binding.

WORK TO BE COMPLETED

The work is to be done in accordance with the bid documents including the terms, conditions and limitations in this Bid, which shall become part of the Contract by incorporation. The work is publicly funded and must comply with all applicable local, state and federal laws, rules, and regulations. It is the responsibility of the bidder to determine what local, state and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the bidder.

STEEL PRODUCTS

In accordance with the Pennsylvania Steel Products Procurement Act (73 P.S. § 1881 *et seq.*), any steel products to be used or supplied in the performance of the contract shall be "steel products" made in the United States as defined in the Act.

CLEARANCES:

Contractors and their employees working in or near facilities where children may be located will be required to provide the District with a required FBI and Pennsylvania Criminal Background Check, as well as a Pennsylvania Child Abuse Background Check, a PDE 6004 Arrest/Conviction Report as required by Act 24 & Act 82, and a Sexual Conduct/Abuse Disclosure Release as required by Act 168.

DISCRIMINATION PROHIBITED:

According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

- That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

- 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 the account of race, creed or color;
- That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) 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,
- That this contract may be canceled 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 and conditions of the contract.

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.

ALTERNATIVES:

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 bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. A bid containing an alternative, which does not meet the specifications, may be declared non-responsive.

PRICES:

Pricing will be a firm-fixed lump sum contract with Vendor providing all labor, material and equipment necessary to accurately perform the work in accordance with the Specifications and final submittal of all reporting requirements as defined. Pricing is to be submitted by the Vendor as delineated within the Bid Form and shall remain firm for the duration of the project.

The Vendor shall include in its bid price the costs of developing and submitting any plans not included in the bid package that may be required by any agencies having regulatory jurisdiction in this project.

The Contractor shall also include in its bid the cost of any and all licenses as may be required by any agencies having regulatory jurisdiction in this project.

TAX EXEMPTIONS:

The School District is exempt from federal excise and state sales taxes. Pursuant to 72 P.S. § 7204(57), Contractors are exempt from paying sales tax on the purchase of "building machinery and equipment" that will be transferred to the School District in conjunction with a construction contract.

COSTS:

The School District is not liable for any costs or expenses incurred by the bidders.

CLERICAL ERRORS:

Bidders will be responsible for the accuracy of their quotes. Amounts listed will be accepted as a firm quote, and no subsequent corrections on the part of the bidder will be accepted. Notwithstanding anything herein, the School District reserves the right, in its sole discretion, to waive any irregularities in the bids and/or in the bidding.

BID ACCEPTANCE/REJECTION/WAIVER:

Award will be made to the lowest responsive and responsible bidder on the base bid or any combination of base bid, unit prices and alternates or any combination of base bids, unit prices and alternatives for several contracts, if applicable.

The Board of School Directors reserves the right to reject any or all bids or any part of any bid for any reason, including but not limited to: omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, defects related to the performance and payment bonds or irregularities of any kind. The School District reserves the right to re-bid all or part of this project at a later date.

The Board of School Directors further reserves the right, in its sole discretion, to waive any irregularities or clerical errors in the bids and/or in the bidding process as it may deem to be in the best interest of the School District and to be in accordance with applicable law.

EVIDENCE OF RESPONSIBILITY:

Upon request, Vendors must be able to furnish information in writing that they maintain a permanent place of business; have all required business licenses, have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish.

PRODUCT ACCEPTANCE/REJECTION:

The Board of School Directors reserves the right to reject any product, article, supply, material or work offered or furnished which, in its sole opinion, is not in strict compliance with the Specifications incorporated herein. Neither acceptance of delivery nor payment of invoice shall be construed as acceptance of the Work, product or service. All Work, products, articles, supplies, or materials so rejected shall be immediately removed from the School District's premises at the Vendor's expense.

INVOICING:

Terms for this project are NET 45 after delivery, inspection and acceptance of the satisfactorily completed work or approved equipment.

AWARD OF CONTRACT:

Award of products, article, supply, material or work set forth in these Project Specifications. Awards may be given to a single or multiple vendors. Pricing is to be submitted as detailed within the Bid Form. Prices will be firm-fixed lump sum pricing for all the labor and equipment necessary to

accurately perform the scope of work in accordance with the Specifications, and final submittal of all defined reporting requirements. The Vendor agrees that the obligations of the Vendor are not assignable, nor capable of being fulfilled by anyone other than the Vendor unless written permission is provided by the Board of School Directors. All conditions set forth in the bid proposal become an integral part of the Contract awarded.

WARRANTY:

By submitting a response to the bid documents, the Vendor warrants all of the materials and Work provided under the Contract for a period of one year, except where manufacturer's warranties or the warranty period stated in the Specification is longer.

EQUIPMENT AND MATERIALS:

The successful bidder shall warrant that all equipment and/or materials delivered in connection with the contract shall be new, of good quality, ready for use, and that said equipment and/or materials are fit for the School District's intended purposes. The School District shall be entitled to the benefit of all warranties by the manufacturer of the equipment and/or materials, even those warranties that exceed the minimum standards otherwise set forth herein.

The contract will be governed by and construed in accordance with the laws of Pennsylvania.

CONCURRENCE:

The undersigned Vendor hereby certifies to having read all instructions and conditions as set forth herein and, in all documents, referenced and/or incorporated herein, including all Contract Documents as defined in the Contract, and agrees to comply with the same, without exception.

SCHEDULE:

An award is anticipated at the October 8, 2025 Board of School Director's scheduled meeting and is subject to the Board of School Directors' final approval.

SITE ACCESS:

Access to the School District's property shall be limited to 7:00 AM to 4:00 PM, Monday through Friday, except by special arrangement with the School District. All work shall be done so as not to interfere with school activities.

ADDITIONAL TERMS AND CONDITIONS:

1.1. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract

that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.

1.2. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If Downingtown Area School Distrct federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

1.3. SMALL AND MINORITY BUSINESS, WOMENS BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in subsections (i) through (v) of this paragraph.

1.4. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

1.5. CLEAN AIR ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

1.6. CONTRACT WORK HOURS AND SAFETY STANDARDS

Where applicable, for all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.7. DAVIS BACON ACT

When required by Federal program legislation, vendor agrees that, for all prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at <https://sam.gov/wage-determinations>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1.8. DOMESTIC PREFERENCES

As appropriate and to the extent consistent with law, the Intermediate Unit should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Produced in the United States' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. This requirement also applies to subawards, including all contracts and purchase orders for work or products under a Federal award.

1.9. GEOGRAPHICAL PREFERENCES PROHIBITED

Notwithstanding the domestic preferences for procurement discussed above, the Intermediate Unit must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic

preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

1.10. NEVER CONTRACT WITH THE ENEMY

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the Intermediate Unit must exercise due diligence to ensure that none of the funds, including supplies and services, received under the grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. This due diligence must be completed through 2 CFR 180.300 prior to issuing a subaward or contract.

The Intermediate Unit must terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award management (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

1.11. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

1.12. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the IU13 with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) 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.

1.13. BUILD AMERICA, BUY AMERICA ACT

Where applicable, the awarded vendor agrees that unless a domestic preference requirement is waived by the United States Department of Education or other applicable agency, for infrastructure projects or activities funded by Federal grants or funds: (i) all iron and steel used in the infrastructure project or activity which is subject to the contract are produced in the United States; (ii) all manufactured products used in the infrastructure project or activity which is subject to the contract are produced in the United States; and (iii) all construction materials used in the infrastructure project or activity are manufactured in the United States. Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. Upon request, the awarded vendor shall provide, and shall cause its suppliers, manufacturers, and subcontractors to provide a certificate(s), on a form reasonably acceptable to the Intermediate Unit and the applicable agency, certifying compliance with the sourcing requirements of the Build America, Buy America Act, Pub. L. No. 117-58, for the applicable infrastructure project or activity.

SUB-CONTRACTORS:

The Vendor must list and identify any third-party participants (Sub-Contractors) and explain their participation in performing the Work under the Contract. NOTE: third party participants are applicable to the same insurance requirements as the Contractor.

**PROPOSED
SUBCONTRACTOR**

SCOPE OF WORK

CONTACT/TELEPHONE

(1)

(2)

(3)

If any additional Sub-Contractors will be utilized, provide the information requested above on a separate sheet of paper.

REFERENCES:

The vendor is required to submit a minimum of three (3) references with locations and points of contact for which a similar scope of work was performed. List the names of at least three business references (preferably other school districts) where you have performed a similar scope of work:

SCHOOL/COMPANY

CONTACT PERSON

TELEPHONE NO.

(1)

(2)

(3)

AUTHORIZATION:

By signing below, the individual personally covenants and warrants that they are duly authorized to submit this bid on behalf of the identified Vendor by all necessary authority, resolutions or actions.

NAME OF VENDOR _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

DATE _____

TITLE _____

CONTACT PERSON _____

(please print)

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____
(Name and Title) (Name of 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 warrant, certify and 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 or potential Contractor.

(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 Contractor or potential Contractor, 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) My firm's bid is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firms or persons to submit a complementary or other noncompetitive bid.

(5) _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three 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 _____ (Name of Firm) understands and acknowledges that the above representatives are material and important, and will be relied on by the Downingtown Area School District in awarding the contract(s) for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Downingtown Area School District of the true facts relating to the submission of bids for this contract.

(Signature)

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____.

Notary Public _____ My commission expires: _____

DOWNINGTOWN AREA SCHOOL DISTRICT
Summary of Requested Items

All Bids Must Include Delivery and Full Installation

Alternate brands may be considered if they are compatible with the existing layout and meet or exceed the outlined specifications.

Downingtown Middle School

Description: White - 30-inch Amana® Electric Range with Extra-Large Oven Window

Brand: Amana

Model Number: AER6603SFW

Quantity Needed: 6

Description: White - 1.7 cu. F. Microwave Hood Combination with Electronic Touch

Brand: Whirlpool

Model Number: WMH31017HW

Quantity Needed: 6

Description: White-on-White - 33-inch Wide Bottom-Freezer Refrigerator with EasyFreezer™

Brand: Amana

Model Number: ABB2224BRW

Quantity Needed: 2

Description: White - ENERGY STAR® Certified Quiet Dishwasher with Heated Dry

Brand: Whirlpool

Model Number: WDF332PAMW

Quantity Needed: 1

Description: White - Top Load Washer with Extra Power - 4.8 cu. ft.

Brand: Maytag

Model Number: MVW5430MW

Quantity Needed: 1

White - Front Load Electric Dryer with Extra
Power and Quick Dry Cycle - 7.3 cu. ft.

Brand: Maytag

Model Number: MED6630HW

Quantity Needed: 1

Lionville Middle School

Description: White - 1.7 cu. E. Microwave Hood

Combination with Electronic Touch

Brand: Whirlpool

Model Number: WMH31017HW

Quantity Needed: 6

Description: White - 30-inch Amana® Electric Range with
Extra-Large Oven Window

Brand: Amanda

Model Number: AER6603SFW

Quantity Needed: 5

Description: White-on-White - 33-inch Wide Bottom-
Freezer Refrigerator with EasyFreezer™

Brand: Amana

Model Number: ABB2224BRW

Quantity Needed: 2

Description: White - Top Load Washer with Extra Power -
4.8 cu. ft.

Brand: Maytag

Model Number: MVW5430MW

Quantity Needed: 1

Description: White - ENERGY STAR® Certified Quiet
Dishwasher with Heated Dry

Brand: Whirlpool

Model Number: WDF332PAMW

Quantity Needed: 1

Downingtown West High School

Description: Black Stainless Steel with PrintShield™
Finish - 30-Inch 5-Element Electric Convection Range
Brand: KitchenAid
Model Number: KFEG500EBS

Quantity Needed: 6

Black - GE® 1.6 Cu. Ft. Over-the-Range
Microwave Oven
Brand: GE
Model Number: JVM3162DJBB

Quantity Needed: 6

Description: Black - Front Control Dishwasher with
LoDecibel Operation and Dynamic Dry
Brand: LG
Model Number: LDFC2423B

Quantity Needed: 1

Description: Unitized Spacemaker 3.8 cu. ft. Washer and 5.9 cu. ft. Electric Dryer
Brand: GE
Model Number: GUD27ESSMWW .

Quantity Needed: 1

Downingtown East High School

Description: Black Stainless Steel -6.3 cu D. Smart Wi-Fi
Enabled True Convection InstaView
Brand: LG
Model Number: LREL6325D

Quantity Needed: 7

Description: Print Proof Black Stainless Steel -1.8 cu. D.
Smart Over-the-Range Microwave
Brand: LG
Model Number: MVEM1825D

Quantity Needed: 6

Stainless Steel - Quiet Dishwasher with
Boost Cycle

Brand: Whirlpool

Model Number: WDF341PAPM

Quantity Needed: 1

Description: Metallic Slate - Smart Top Load Washer
with Extra Power - 5.2 cu. ft.

Brand: Maytag

Model Number: MVW7230HC

Quantity Needed: 1

Description: Metallic Slate - Smart Top Load Electric
Dryer with Extra Power - 7.4 cu. ft.

Brand: Maytag

Model Number: MED7230HC

Quantity Needed: 1