

Chester County Intermediate Unit

Educational Service Center

455 Boot Road

Downingtown, Pennsylvania 19335

Project No.

Avon Grove High School FF&E (2021-2022)

Invitation to Bid

**Avon Grove High School - Furniture, Fixture,
& Equipment Bid**

for

Avon Grove High School

Avon Grove School District
375 South Jennersville Road, West Grove, PA 19390
610.869.2441

Advertisement for Bids

The Avon Grove School District Board of Directors is soliciting bids for:

Furniture, Fixtures, and Equipment for Avon Grove High School

Specifications may be secured from the Purchasing Department at the CCIU, by emailing Jason Lichtfus, Purchasing Manager at jasonl@cciu.org.

Proposals should be addressed to the Avon Grove School District Board at the above address and marked to the attention of **Daniel Carsley, Director of Business Administration** in a sealed envelope marked in the lower left hand corner: **"SEALED BID – AGHS FF&E"**

Completed Bids must be received by 2:00 p.m. on Wednesday, November 17, 2021 at which time they will be publicly opened and read via Zoom link which will be available by clicking the link on the Avon Grove School District website as well as the Chester County Intermediate Unit website.

The Avon Grove School District Board reserves the right to reject any and all bids, either by item or in total, and will make award in the best interest of the school district.

Daniel Carsley,
Director of Business Administration

**CHESTER COUNTY INTERMEDIATE UNIT
EDUCATIONAL SERVICE CENTER
455 BOOT ROAD
DOWNTOWN, PA 19335**

Notice of Invitation to Bid

1. Purpose

The Chester County Intermediate Unit (CCIU) is requesting sealed bids for **Furniture, Fixture, & Equipment Bid** at the New Avon Grove High School.

This Invitation to Bid provides interested Respondents with sufficient information to enable them to prepare and submit a bid for consideration by the Avon Grove School District.

2. Issuing Office

This Bid is issued by the CCIU on behalf of the Avon Grove School District.

3. Bid Submittals and Due Date

In order to be considered, bids and all their attachments shall be submitted following the format provided herein. Bids are due no later than **2:00 PM on Wednesday, November 17, 2021**, at which time they will be publicly opened.

All bids shall be submitted in a sealed envelope marked in the lower left corner "**SEALED BID – AGHS FF&E.**" **Bids will be received at 375 South Jennersville Road, West Grove, PA 19390, Attention: Daniel Carsley, Director of Business Administration.** It is the complete responsibility of the Respondent to ensure that the bid has been received at this address by the date and time specified.

Offers and amendments thereto, or withdrawal of bids submitted, if received by the CCIU after the date and time specified for scheduled opening, will not be considered. There will be no exceptions. Date of postmark will not be considered. Telephone or telegraphic bids, including facsimiles, will not be accepted.

4. Pre-Bid Meeting:

*Bidders are welcome to attend a Pre-Bid meeting to be located at:
375 S. Jennersville Road, West Grove, PA, 19390 from 2-3 pm, Wednesday, November 3, 2021*

5. Incurring Costs

The CCIU or Avon Grove School District is not liable for any cost incurred by Respondents prior to the issuance of an agreement, contract, or purchase order for requested services. Dumpsters will be present on location for the use during the completion of the project

6. Tax Exemption

As a public-school entity, the Avon Grove School District is exempt from Pennsylvania Sales and Use Taxes and enjoys all other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions.

8. Bid Presentation

Bids shall be signed by an authorized representative of Respondent's firm on the Form of Proposal sheet provided in this packet. All requested information must be presented. Failure to do so may result in the bid being considered not responsive and, thus, rejected.

9. Project Completion

The furniture will be delivered and installed according to the schedule developed by the Avon Grove School District.

INSTRUCTIONS TO BIDDERS

1.1 FORM OF PROPOSAL

The form of proposal, found in these specifications, is for the information and convenience of Bidders and is not to be detached from the specifications, filled out or executed.

1.2 PREPARATION OF BID

Bids and all their attachments shall be submitted on the forms supplied by the CCIU/Avon Grove School District or an exact copy thereof. The blank spaces in the bid shall state the prices written in ink or typewritten in words and numerals. (numerals only for unit prices), for each and every item for which a description is given. In case of discrepancy, the written words shall be considered as being the bid price. The Bidder shall sign this bid correctly. If the bid is made by an individual, in addition to his signature, his post office address should be shown; if made by a partnership, the name and post office address of each member of partnership should be shown and be signed by at least one general partner; if made by a corporation, the bid should be signed by the president or vice president and secretary, or assistant secretary, the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary and treasurer must appear therein, along with the corporation seal being affixed, if made by a Limited Liability Company, LLC. The bid should be signed by the Member or Manager

If additional space is required for submission of signature information, attach company letterhead with additional information stated thereon.

1.3 BID BOND/CERTIFIED CHECK

A bid for any contract shall be rejected unless accompanied by a certified check, bank cashier's or trust company treasurer's check, or bid bond, in the form set forth herein, with satisfactory corporate surety, who must be authorized to do business in Pennsylvania, naming as payee or obligee, as appropriate, Avon Grove School District; in an amount not less than ten percent (10%) of the base bid.

With the exception of the bid security accompanying the three (3) lowest responsible bids, all bid security will be returned within ten (10) calendar days following opening of bids and upon request of Bidders. The bid security accompanying the three (3) lowest bids will be returned within five (5) calendar days following signing of the contract upon request of Bidders. Should the payment and performance bonds, insurance certificates, execution of plans and other requirements for execution, and the execution of the contracts be complied with by the successful bidder, the bid security of the three apparent lowest responsible Bidders will be returned. In the event the successful Bidder shall fail to comply in all respects with the requirements of the contract documents within the required time, the Avon Grove School District has the option of rejecting such successful bidder's bid, and accepting the next lowest responsible bid. The Avon Grove School District shall not be liable for any interest on all bid security, which is held in accordance with these provisions.

1.4 STATEMENT OF BIDDER'S QUALIFICATION

Each Bidder shall submit the Qualification Form, to be completed with current information as of the date of receipt of bids.

1.5 DELIVERY OF BIDS

Each bid must be delivered by the Bidder to Avon Grove School District, 375 S. Jennersville Rd. West Grove, PA 19390. prior to the prevailing time and date stated in the Notice of Invitation to Bid. Envelopes containing bids shall be sealed and the name of the Bidder and the contract, which is being bid, shall be marked in the lower left hand corner. Envelopes shall be addressed to Daniel Carsley of the Avon Grove School District. If a Bidder elects to submit a bid by mailing rather than hand delivery, the sealed bid envelope described above shall be enclosed in a mailing envelope addressed as set forth above.

1.6 OPENING OF BIDS

Bids will be opened on the date and at the location stated in the Notice of Invitation to Bid, commencing after the prevailing time for receiving bids. Bids turned into the Avon Grove School District after the time and date set for opening, will not be opened or considered.

1.7 WITHDRAWAL OF BIDS

Bidders will be given permission to withdraw any bid after it has been received by the Avon Grove School District, provided the bidder or his agent duly authorized to act for him, personally appears at the meeting place of the Avon Grove School District with a written request signed by the bidder prior to the time set for the opening of the bids. At the time set for the opening of bids, the withdrawn bid will be returned to the bidder. Such bids will not be opened or read at the bid opening. Bids may not be modified after submittal.

1.8 IRREGULAR BIDS

Bids may be rejected if they show any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind. Bids in which any of the prices are unbalanced or unreasonable may be rejected.

1.9 REJECTION OF COLLUSIVE BIDS

More than one bid for one contract from an individual, partnership, corporation, or Limited Liability Company, LLC, an association under the same or different names will be grounds for the rejection of all bids in which such bidder is interested. Any or all bids will be rejected if there is reason for believing that collusion exists among any of the bidders. Participants in such collusion will not be considered in future bids.

A non-collusion affidavit shall be executed and submitted using the form set forth herein.

1.10 BID MISTAKE CLAIMS

A Bidder may withdraw his bid within two business days after the bid opening time in accordance with The Public Contracts - Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. Sec. 1602. A bid, which has been opened, may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a bid after bid opening.

1.11 AWARD OF CONTRACT

The Avon Grove School District reserves the right to reject any or all bids, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interest of the Avon Grove School District. If any award is made by the Avon Grove School District, it will be to the party declared by the Avon Grove School District to be the lowest responsive and responsible Bidder, within thirty (30) days from the date of the opening of bids unless the award of contract is delayed. The awarded Bidder will receive the building/furniture layout plans when notified of award.

1.12 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. These manufacturer/brand names listed in the specifications are the result of past experience and ongoing product acceptance testing and evaluation. 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. When proprietary names are used, they shall be understood to mean and/or be followed by the words "or alternatives of the quality necessary to meet the specifications." A Bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A Bid containing an alternative may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternatives, which do not meet the specifications.

1.13 EQUIVALENT BID PRODUCTS/ALTERNATE BID ITEMS

Bids are requested in accordance with brands, specifications, and/or testing and are understood to include “or equal”, manufacturer names and model numbers, when named, are for the purpose of establishing the standard of quantity, design and utility of the article desired. If any items bid are other than “As Specified”, the Bidder MUST: (1) Include literature with a picture, including model number and specifications of the alternate product, in the bid packet; and (2) Provide a sample of the alternate item bid to the CCIU, if requested. Failure to do any of the above will constitute a “No Bid” item. CCIU and Avon Grove School District shall govern as to what product is equal to that named, but the burden of proof and costs of any tests shall be the responsibility of the Bidder.

1.14 PROTECTION FROM CLAIM AGAINST “OR EQUAL”

In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful Bidder agrees, at its own cost and expense, to defend such claim or claims and agrees to hold the CCIU & Avon Grove School District free and harmless from any loss or damage arising out of this transaction.

1.15 WARRANTY

A detailed copy of the manufacturer’s warranty must be provided with the Form of Proposal. The Bidder must also include their warranty for installation.

1.16 TIME OF COMPLETION

The timetable of delivery and installing of furniture will be developed by the Avon Grove School District. Tentative time frame is for the furniture to be installed between May 23rd and August 15,2022.

Location:

**Avon Grove High School
10 Waltman Way
West Grove, PA, 19390**

1.17 DELIVERY AND INSTALLATION

- A. Bidders are to bid on the full and complete cost of installation and freight. Any additional cost incurred to complete “unfinished” installation to the satisfaction of the Avon Grove School District shall be the sole responsibility of the Bidder. Installation shall be understood to be full and complete; all furniture to be in “ready-to-use” condition. This shall include but not limited to: Meeting and unloading all trucks; Removing all trash related to the delivery and installation of furniture; Uncartoning, assembling and placing all products in their desired locations through the building; Removal of all packing materials and substances including tape and adhesives. Bidders must include the price of full and complete installation.
- B. Bidders must establish a dedicated project manager to coordinate all aspects of the delivery and installation.
- C. Bidder must coordinate all deliveries with freight carriers and installers, expedite factory ship dates and verify project status with Avon Grove School District. Bidder must be on-site to meet for all deliveries.
- D. Bidder must provide follow-up reports, on a bi-weekly basis, regarding damage replacements, returns, credits and freight claims until the project is deemed completed by the Avon Grove School District. Bidder is responsible for all freight claim issues.
- E. Bidder must provide a walk-through punch list, with the Purchasing Manager, to verify project completion regarding any open customer service issue. This will include providing the Avon Grove School District with a bi-weekly update of all punch list issues until they are completely resolved to the Avon Grove School District satisfaction.
- F. The Bidder is required to restore the site both internal and/or external to the condition previous to start of work at Bidder’s expense.

1.18 EXECUTION OF CONTRACT AND BONDS

The Avon Grove School District will notify the lowest responsible bidder of intention to accept his bid and to make a formal award of contract to him. The Avon Grove School District reserves the right to require a one hundred percent (100%) performance bond. If this bond is requested, bond will be due within ten (10) days from receipt of such notice, Bidder shall furnish performance bond to the Avon Grove School District each in the amount of one hundred percent (100%) of the contract sum and the required insurance certificates.

All bonds and insurances shall be issued by companies authorized to transact business in the Commonwealth of Pennsylvania and which are acceptable to the Avon Grove School District. Sureties must be listed in the latest Department of the Treasury, Department Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and the amount of the bonds shall not exceed the underwriting risk of such Surety as set forth in said circular or revision thereof.

The Performance Bond (if required) shall be executed on behalf of the Surety in such manner as shall legally bind the Surety. In the event the execution on behalf of the Surety is by an agent or agents, a proper power of attorney evidencing the authority of such agent or agents shall be attached to each bond. Such power of attorney shall be sealed and bear the same date as the bond to which it is attached.

After approval of bond and insurance, the Avon Grove School District will sign and date the Form of Agreement. The Successful Bidder shall sign, but not date the Form of Agreement, and submit this document together with the submission of the Bond and Certificates of Insurance: Avon Grove School District shall return to the successful Bidder one copy of the dated, executed Form of Agreement within 30 days of the notice of intent to award, unless the time of issuance of such agreement shall be extended by mutual written agreement of the Avon Grove School District and successful Bidder.

1.19 BIDDER REFERENCES

Bidder must list a minimum of (3) past projects, of similar size dollar value, where they have supplied and managed the installation of furniture.

1.20 FAILURE TO EXECUTE CONTRACT

Failure of the Bidder to whom notice of intent to award has been given to deliver appropriate payment and performance bonds, certificates of insurance, or execute the contract within the time specified, shall constitute a default by such Bidder and the Avon Grove School District may, at its sole discretion, award the contract to the next lowest responsible Bidder or re-advertise for bids, and the defaulting Bidder shall pay to the Avon Grove School District the difference between the amount of his bid and any higher amount for which the Avon Grove School District may contract for the required work, plus any advertising, architectural, legal or other expenses incurred by reason of the default. The bid guaranty of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the bid guaranty, the defaulting Bidder shall pay to the Avon Grove School District the full amount of the excess. The Avon Grove School District may, in its sole discretion, extend the time period for such omission of the above items, upon request of Bidder. Such request of Bidder, if accepted by Avon Grove School District in writing, shall constitute a mutual agreement to extend the date for issuance of the agreement to the date stipulated in such written agreement, or if no date is stipulated, until 20 business days after the submission to the Avon Grove School District of the properly executed agreement and all required documents in proper form as required by the Contract Documents.

1.21 SUB-LETTING ASSIGNING OF CONTRACT

The Successful Bidder shall not sublet, sell, transfer, assign, or otherwise dispose of the contract, or any portion thereof, or of his rights, title or interest therein, without the written consent of the Avon Grove School District.

1.22 GOVERNMENT REQUIREMENTS

Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this project. Bidder shall refer to Article 17 of the General Conditions of the Contract for additional requirements.

1.23 FUTURE ORDERS

Bidder must state the date they will hold prices for future orders.

1.24 NON-COLLUSION AFFIDAVIT

A Non-Collusion Affidavit shall be executed and submitted in duplicate with the Successful Bidder bid using the form set forth herein.

1.25 COLOR SELECTIONS

All colors and other required selections will be selected after the award. For bidding purposes use standards (no upgrades).

1.26 INSURANCE

The Bidder must provide proof of \$1,000,000 Liability Insurance.

1.27 CLEARANCES

The successful supplier must be able to supply documentation required by Act 34, Section III of the Public School Code (Criminal Record Check) and Act 151, Chapter 63 of 23 PA consolidated Statutes (Pennsylvania Child Abuse History Clearance) and Act 114 (FBI Fingerprinting Clearances) before work on a project shall begin. These forms must be current for every worker on site at all times.

1.28 REQUEST FOR CLARIFICATION

Requests for clarification should be submitted to Jason B. Lichtfus, Purchasing Manager at jasonl@cciu.org. These questions shall be printed or typed and submitted on the Request for Clarification form provided in this bid packet by Friday October 29, 2021. In the event that it becomes necessary to revise any part of this bid, addenda will be provided to Bidders who have received this set of bid documents.

Selection Process

Selection shall be made of one Bidder deemed to be fully qualified and best suited among those submitting bids on the basis of the evaluation factors included in the Bid. After Bid reviews have been conducted, the Avon Grove School District shall select the Bidder who, in its opinion, has made the best bid. The Avon Grove School District may cancel this Bid or reject bids at any time prior to an award and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous.

Acceptance or Rejection of Bids

The Avon Grove School District expressly reserves the right to reject any or all bids or portions thereof, to waive any informalities or irregularities in the bids received, and to accept that bid or portions thereof which are in the best interest of the Avon Grove School District.

Evaluation and Determination of Award of Contract

No contract shall be awarded until the bids have been examined and the award authorized by the Avon Grove School District Board of Directors. Successful Bidders will be notified of award as soon after opening, review and evaluation of bids as possible. In determining the award to a Respondent, in addition to the cost factors to perform the specified services, the following elements may be considered:

1. Responsiveness of bid in clearly stating an understanding of services to be performed; a demonstrated ability to provide comprehensive services.
2. Knowledge of and comprehension of all laws and regulations pertaining to this project.
3. Technical and professional experience and qualifications of Respondent to perform all aspects of the project.
4. Size, structure, and financial capacity of the firm, considering the scope of the project.
5. References.
7. Range of services and capabilities that reside within the vendor's organization.

Execution of the Request for Proposal

Bids shall be executed in the following manner:

1. **INDIVIDUAL:** Where the Respondent is an individual, he shall sign the form personally.
2. **PARTNERSHIP:** Where the Respondent is a partnership, the bid shall be signed in the name of the partnership, followed by the signature of a partner.
3. **CORPORATION:** Where the Respondent is a corporation, the bid shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the bid is submitted by an agent other than the above, he shall submit evidence of his authority certified by the secretary of the corporation under corporate seal.
4. **LIMITED LIABILITY COMPANY, LLC:** Where the Respondent is a Limited Liability Company, LLC, the bid shall be executed in the name of the LLC, signed by the Member or Manager.
5. Where the Respondent is trading under the Fictitious Names Act, the bid shall include the fictitious name and the names of the persons or corporations conducting said business.

Instructions for completing Non-Collusion Affidavit:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. §§161 1 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 Respondent 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 be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Respondent 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 priced higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

Hold Harmless Clause

In addition to the insurance requirements contained herein, the Bidder shall also defend, indemnify and hold harmless the Chester County Intermediate Unit and Chester County School Authority Board of Directors, and Avon Grove School District administrators, and employees from and against any and all claims, suits, judgments and demands whatsoever, including, without limitation, costs, litigation, expenses, counsel fees and liabilities with respect to injury to or death of any person or persons whatsoever, or damage to property of any kind by whomsoever owned, arising out of, or caused or claimed to have been caused in whole or in part by the acts or omissions of the Successful Bidder , its officers or employees or any other person directly or indirectly employed by the Successful Bidder while engaged in the performance of the contract specifications or any activity associated therewith or related thereto.

**CHESTER COUNTY INTERMEDIATE UNIT
EDUCATIONAL SERVICE CENTER
455 BOOT ROAD
DOWNINGTOWN, PA 19335**

Avon Grove High School - Furniture, Fixture, & Equipment Bid

Submit by Friday, October 29, 2021

**REQUEST FOR CLARIFICATION
[BIDDER'S QUESTION]**

DATE: _____

QUESTION # _____ [TO BE NUMBERED BY THE CCIU'S PURCHASING DEPT.]

TO: JASON B. LICHTFUS
CHESTER COUNTY INTERMEDIATE UNIT

REFERENCE: [BIDDER TO COMPLETE AS APPLICABLE]

SPECIFICATION SECTION: _____

BIDDER QUESTION (LIMIT ONE QUESTION PER FORM – PLEASE PRINT or TYPE)

BIDDER: _____

BY: _____

E-MAIL ADDRESS: _____

- VIA E-MAIL TO JASON B. LICHTFUS jasonl@cciu.org
or Fax 484-237-5081

NOTE: RESPONSE WILL BE ISSUED IN FORTHCOMING ADDENDA.

**CHESTER COUNTY INTERMEDIATE UNIT
EDUCATIONAL SERVICE CENTER
455 BOOT ROAD
DOWNINGTOWN, PA 19335**

FORM OF PROPOSAL

Avon Grove High School FF&E (2021-2022)

NAME OF BIDDER: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FIRST, that we have carefully examined this Invitation to Bid including all specifications and plans for services and, in accordance with same, submit this bid and agree to furnish and perform the specified services for the Avon Grove School District.

SECOND, that this bid is subject to all the terms of these specifications and that we hereby agree to enter into a written contract to furnish such materials and labour as required in these specifications.

THIRD, as based upon these specifications, that the attached bid and prices are listed as firm for a period of sixty (60) days after the date established for receiving bids.

FOURTH, that no plea of mistake in such accepted bid shall be made available to the undersigned bid. No bid may be withdrawn before the expiration of sixty (60) days from the date established for receipt of bids.

FIFTH, that if the Bidder is awarded a contract it is agreed that said contract will not be assigned, nor transferred, nor sublet, unless specific permission to do so is requested in writing by the Bidder and permission granted in writing by the Avon Grove School District.

REFERENCES

School District/Institution References

1. _____
Type of Facility

Address

Person to Contact Phone Number

2. _____
Type of Facility

Address

Person to Contact Phone Number

3. _____
Type of Facility

Address

Person to Contact Phone Number

4. _____
Type of Facility

Address

Person to Contact Phone Number

CHESTER COUNTY INTERMEDIATE UNIT
EDUCATIONAL SERVICE CENTER
455 BOOT ROAD
DOWNINGTOWN, PA 19335

Statement of Bidder's Qualifications

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. The bidder may submit such additional information as the bidder deems necessary.

1. Name of Bidder _____

2. Office Address _____

3. When was this business organized? _____

4. If a corporation, where is the corporation incorporated? _____

5. List a maximum of five contracts of similar magnitude which are currently being serviced. Also, state the date on which these contracts will be completed:

(continued)

6. Has the bidder ever failed to complete any contract which was awarded? _____
If this is answered in the affirmative, please give full explanation:

7. Has the bidder ever defaulted upon any contract which was awarded? _____
If this is answered in the affirmative, please give full explanation:

This Statement is dated on the _____ day of _____, 20____.

Signature _____

Title _____

NON-COLLUSION AFFIDAVIT

Contract/Bid No: Avon Grove High School FF&E (2021-2022)

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 Avon Grove School Districts, 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 Bidder, 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 non-competitive 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 of other non-competitive bid.

(5) _____, it 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
(Name of my Firm)

representations are material and important, and will be relied on by Avon Grove School District
(Name of Public Entity)

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

Avon Grove School District of the true facts to the submission of bids for this contract.
(Name of Public Entity)

Signature

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

Printed/Typed Name of Above Signatory

Notary Public

Title/Company Position