

DOVER AREA SCHOOL DISTRICT

MIDDLE SCHOOL KITCHEN EQUIPMENT

INVITATION TO BID

The Dover Area School District is hereby soliciting sealed bids for furnishing, including delivery and installation, of Kitchen Equipment at the Dover Area Middle School as outlined Attachment A, Dover Area School Kitchen Project.

All bids shall be submitted on the enclosed district forms and be in strict accordance with specifications as set forth. The sealed bid proposal package should include:

- Bid Proposal Form
- Completed, signed and notarized Affidavit of Non-Collusion

The Dover Area School District is exempt from Pennsylvania state sales tax.

Sealed bids will be labelled “MS KITCHEN EQUIPMENT BID”. Bids will be received at the Dover Administration Office, 101 Edgeway Road, Dover, PA 17315 until April 28, 2025 at 2:00 p.m., prevailing time. The bids will be publicly opened and read on April 28, 2025 at 2:00 p.m. No email or faxed bids will be accepted.

The Dover Area School reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law.

A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.

Specifications and other bidding documents may be obtained on the District Administration website under RFP Center or by contacting Thomas Fluke, Director of Facilities at tjfluke@doversd.org.

All questions regarding this bid should be directed Thomas Fluke at tjfluke@doversd.org.

**DOVER AREA SCHOOL DISTRICT
MIDDLE SCHOOL KITCHEN EQUIPMENT**

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING

BIDDING PREPARATION:

Bids will be received no later than 2:00 p.m. on April 28, 2025 in the Dover Area School District Administration Building, 101 Edgeway Road, Dover, Pennsylvania 19315. Please send all bids to the attention on the Business Affairs Office.

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.

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.

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.

BID WITHDRAWAL:

Bids must remain firm for a period of thirty (30) 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 are included in Attachment A. 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. Vendors will itemize bid pricing for base price of equipment, disconnecting existing equipment, placement of new equipment, installment, removal of old equipment and any necessary modifications to place equipment into service.

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 Thomas Fluke at tjfluke@doversd.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.

Bidders shall be required to be aware of the site conditions for installation of the equipment. Bids must reflect appropriate installation of the equipment. The successful Bidder shall not be allowed to submit changes to costs based on the bidder's failure to accurately inspect, view and calculate appropriate installation of the equipment.

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 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:

Bidders shall indicate for each item bid the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand. However, if the item bid carries from the one described: description of written details for the product to sufficiently describe the equipment for evaluation must accompany the submitted bid. Bids received without this information or with insufficient information, as determined by Dover Area School District, will not be considered. Once an item is awarded from the bid to a successful bidder, no substitution of brand is permitted.

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 project 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 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.

AWARD OF CONTRACT:

Award will be to a single vendor for all of the product, article, supply, material or work set forth in these Project Specifications. 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 May 20, 2025 Board of School Director's scheduled meeting and is subject to the Board of School Directors' final approval.

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 the District's 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, WOMEN'S 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).

1.1. 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.

1.2. 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.

1.3. 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 determinate 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://beta.sam.gov/>. 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.

1.1. 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.

1.2. 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.

1.3. 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 School District 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 NOAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

1.4. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold currently set at \$350,000, 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.

1.1. 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.

1.2. 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 School District 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.

BID PROPOSAL

The following bid proposal is submitted in response to your Invitation to Bid. It is agreed that this proposal will not be withdrawn for thirty (30) days after the date of opening of proposals.

This contractor has carefully examined all contract document specifications and certified he/she is fully capable of providing and installing the kitchen equipment as per the specifications. If the bid is accepted, the contractor agrees to provide a certification of liability insurance.

Bid amounts and all other information requested are submitted in the spaces provided and the bottom of this page. It is understood that omission of any pertinent information may be sufficient cause for rejection of the proposal.

IDENTIFICATION OF BIDDER/CONTRACTOR

_____ Name of Bidding Company	_____ Date
_____ Address	_____ Signature of Authorized Representative
_____ City, State and Zip	_____ Printed Name of Authorized Representative
_____ Contact Name	
_____ Phone Number	
_____ Email Address	

NON-COLLUSION AFFIDAVIT

State of _____:s.s.

County of _____:

I state that I am _____ (name and title) of _____ (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 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 the 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) _____ (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 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 _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by _____ (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 _____ (Name of public entity) of the true facts relating to the submission of bids for this contract.

_____(Name of Company)

By: _____ (Signature and Company Position)

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

_____(Notary Public) My Commission Expires _____