

**Selinsgrove Area School District**

**Request for Bid**

**Middle School Dishwasher**

**Bids Due by 1:00PM – April 8, 2026**

**SELINGROVE AREA SCHOOL DISTRICT**  
**Bid Specifications for Middle School Dishwasher**

**SPECIFICATIONS AND SCOPE OF SERVICES**

Selinsgrove Area School District is soliciting Bids to secure Champion Model 66 PRO Rack Conveyor Washer **(OR equivalent)**. Minimum specifications are attached and any alternatives, modifications or variations must be clearly listed and noted.

1. Sealed proposals will be received by Renee Frederick, Director of Food and Nutrition, Selinsgrove Area School District, 329 Seals Ave., Selinsgrove, PA 17870, by 1:00PM, April 8, 2026 and read aloud at the district office at that time. No bids will be accepted after this time. Electronic/email/fax submissions will not be accepted.
2. District is not responsible for any type of delay caused by the USPS, UPS, and/or FedEx; and there are no drop boxes at the District. District minimum Bid Specifications are attached.
3. If you would like to visit the District and set-up a time to inspect current equipment, contact: Renee Frederick, Director of Food and Nutrition at 570-373-2206 or [rfrederick@seal-pa.org](mailto:rfrederick@seal-pa.org)
4. Each sealed proposal must include
  - A. Signed Proposal Form
  - B. Pricing Form (neatly completed so can determine final costs)
  - C. Warranty Form
  - D. Non-Collusion Affidavit

## SELINGROVE AREA SCHOOL DISTRICT

### Conveyor Type Dishwasher

1. Delivery location is as follows:  
Selinsgrove Area Middle School, 359 Seals Ave. Selinsgrove, PA 17870.
2. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m.  
Monday through Thursday inclusive.
3. Materials to be bid on:  
Champion Model 66 PRO Rack Conveyor Washer **(OR equivalent)**
  1. DESCRIPTION
    - a. Rack conveyor, single-tank warewasher
    - b. Energy Star Rated.
    - c. The rinse system shall not consume any more than 100 gallons of fresh water an hour.
    - d. Shall be a minimum of 209 racks per hour.
    - e. Fully automatic, constructed of heavy-gauge stainless steel, with stainless steel angle frame to form rigid support for machine components.
    - f. Shall have top mounted controls with single point electrical connection, all electrical components including booster heater inter-wired and inter-plumbed.
    - g. HMI display with change water function, cleaning and operation instructions multi-lingual.
    - h. A programmable dwell feature, with automatic rack centering in the center of the wash zone, for higher soiled racks.
    - i. Tanks and hoods are water-tight single unit construction.
    - j. Doors
      - i. Fully insulated, 180° opening, hinged access doors.
      - ii. No gaskets are required to seal the doors.
      - iii. The machine will have insulated hinged access doors, providing access to the interior of the machine.
      - iv. The doors will slide into place, creating a tight seal.
      - v. Doors are leak-proof, insulated hinged, and allow easy access for cleaning.
      - vi. Doors shall have safety switches to stop the conveyor if the door is opened in operation.
    - k. Perforated stainless steel refuse screens and pump intake strainers shall be easily removed for cleaning.
    - l. Pumps have motor overload protection and are mounted directly on the frame with service from the front of the machine.
    - m. Shall have "energy sentinel" switch to activate pump motors only when racks enter machine.
    - n. Upper and lower arm assemblies shall be one piece cast stainless steel.
    - o. Rinse water shall be 180oF.
    - p. The built-in booster shall be nested beneath the wash tank. The booster is not to exceed 21KW for 70°F rise.
    - q. The "power on" switch shall automatically fill the tanks and turn on tank heaters

and booster heater.

- r. Wash temperatures are thermistor controlled with electric heating elements, and shall have low water protection.
- s. Rack conveyor shall be progressive dual pawl bar, anti-jam conveyor drive system with almost constant forward movement through the machine and a standard 20 3/4" chamber to accept 20" x 20" racks and 18" x 26" sheet pans through vertical opening.
- t. Shall have stainless steel enclosure panels on front and sides, stainless steel base and feet.
- u. Includes 1 peg and 1 flat dish rack.
- v. DIMENSIONS: 66" (L) X 25" (W) X 58 1/2" (H).

## 2. UTILITY REQUIREMENTS

- a. Electrical
  - i. 480 volt/60 Hz/3 phase,
  - ii. 2-point electric connection
    - 1. Line 1 (washer): 25 amp draw / 35 amp breaker
    - 2. Line 2 (booster heater): 26 amp draw / 35 amp breaker
- b. Hot Water line sizes (inches): 1/2"
- c. Incoming water temp: 110oF;
- d. Ventilation
  - i. Load end: 200 CFM @ 1/4" static pressure
  - ii. Unload end: 400 CFM @ 1/4" static pressure
- e. Direction of operation: left to right

## 3. SPECIAL FEATURES TO INCLUDE:

- a. 2nd year warranty
- b. Built-in 21KW/
- c. 100 GPH water saving booster heater, 70 degree rise
- d. Prodigy series HMI display with multiple programmable features
- e. PROgressive drive for more consistent results
- f. Proportional final rinse for greater consistency
- g. Electric booster nested under the tank for optimal heat exchange
- h. Automatic drain valves
- i. Single piece hood design
- j. Single piece fully Stainless Steel wash arm manifolds
- k. Automatic de-lime function

## 4. OPTIONAL EQUIPMENT TO BE INCLUDED:

- a. 22" prewash split from the wash/rinse sections at the factory prior to shipment
- b. 30" side loader
- c. Built-in 21KW water saving booster heater, 70° rise
- d. Cc208c water softener
- e. Shock arrestor
- f. Table Limit Switch (Button Style)
- g. (1) short vent cowl & (10) extended vent cowl

## 5. AGENCY APPROVALS

- a. NSF
- b. UL

## 6. INSTALLATION

- a. Installation scope of work:
  - i. Perform a pre-installation site visit once an order placed.
  - ii. Receive Champion warewasher (or equivalent) and side loader at installer's warehouse

- iii. Deliver and bring into the building the above-mentioned equipment to the job site
- iv. Remove and dispose of existing rack conveyor washer, external booster heater, side loader, and all packing material
- v. Uncrate and set in place the above-mentioned equipment
- vi. Perform final hookups within 5' to properly sized utilities including water, electric, and drain lines
- vii. Furnish and install ventilation duct work to tie into ceiling transition point below the ceiling.
- viii. Provide longer hoses for the water softener given the position underneath the clean dish table (if needed)
- ix. Startup and calibrate the above-mentioned equipment to factory specifications
- x. Install new water softener and provide two 40 lb. bags of pelletized softening salt (not rock salt)
- xi. Installation to occur during NORMAL **Summer** working hours (Monday – **Thursday 7 AM – 3:30 PM**)
- xii. **Installation to be completed by Friday, August 14, 2026**
- xiii. Install to reflect non prevailing wage / nonunion labor rates
- xiv. Any required permits are to be supplied by Selinsgrove Area School District (Middle School)
- xv. Any required upgrades to accommodate the new equipment, not outlined in this scope of work, are to be completed by Selinsgrove Area School District (Middle School)
- xvi. The quote does not include any unforeseen price increases, labor and materials, upgrades, which may be required should problems arise.
- xvii. General Notes:
  - 1. Selinsgrove Middle School advised to upgrade “direct” floor drain to “indirect”. Upgrade to be performed by the school prior to installation commencement.
  - 2. Selinsgrove Middle School to reroute existing plumbing lines on the drop-off window wall situated to the left of the warewasher to accommodate the new side loader. This is to be performed prior to installation commencement.
  - 3. Selinsgrove Middle School to upgrade electric breakers, as needed, to match the washer specifications and provide electrical wire whips prior to installation commencement.
  - 4. Not responsible for existing walls / floor conditions or repairs. All cleaning, repairs and/or painting by OTHERS
  - 5. Removal of existing soap equipment will be removed by kitchen equipment contractor and left on site. Installation of new or existing soap equipment is by the chemical company.
  - 6. Any equipment not supplied by seller will not be connected to new machine unless noted in this scope of work.
  - 7. Owner to provide a clear pathway from receiving area to permanent location for removal and delivery of equipment.

4. **SUBSTITUTIONS**  
Substitutions may be permitted that would be substantially equal or better.
5. **BIDS MUST CLEARLY DETAIL THE COST PER UNIT AS WELL AS ANY DELIVERY CHARGES AND ASSEMBLY/INSTALLATION CHARGES**
6. **REFERENCES**  
Provide a minimum of three references of educational and/or governmental sales.
7. **BID EVALUATION:**  
All bids will be evaluated on a substantially equal or better basis when compared to Champion Model 66 PRO Rack Conveyor Washer .  
A best value approach will be utilized when evaluating any and all bids.

Factors which will be considered when scoring bids are:

- a. The following criteria will be used in awarding contracts as a result of bids/proposals:
  - i. o Price \_\_\_\_\_ (Ex. quality, delivery, service, etc.)
  - ii. o Service \_\_\_\_\_ (Ex.: quality, delivery, service, etc.)
  - iii. o Quality -conformity to specifications \_\_\_\_\_ (Ex.: quality, delivery, service, etc.)
  - iv. o Delivery \_\_\_\_\_ (Ex. quality, delivery, service, etc.)
  - v. o Availability \_\_\_\_\_ (Ex. quality, delivery, service, etc.)
8.
  - a. • The following rubric will be used for RFP's.
    1. o Price \_\_\_\_\_ 50 Points
    2. o Service \_\_\_\_\_ 10 Points
    3. o Quality \_\_\_\_\_ 20 Points
    4. o Delivery \_\_\_\_\_ 10 Points
    5. o Availability \_\_\_\_\_ 10 Points

9. **THE DISTRICT DESIRES TO TAKE DELIVERY OF THE DISHWASHER AND INSTALLATION COMPLETED PRIOR TO AUGUST 14, 2026 IF POSSIBLE.**
10. **BID SUBMISSION DATE: ALL BIDS MUST BE RECEIVED AT THE SELINGROVE AREA SCHOOL DISTRICT BUSINESS OFFICE, 329 SEALS AVE. SELINGROVE, PA 17870, BY 1:00 PM APRIL 8,2026 AND READ ALOUD AT THE DISTRICT OFFICE AT THAT TIME.**
11. **NON-COLLUSION AFFIDAVIT:**

All bidders are required to submit the Non-Collusion Affidavit with their bid.

#### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Request for Bids. According to the Pennsylvania Antibri-gging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid. \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(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 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 approximately price(s) nor approximately amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, (Name of my firm) 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 \_\_\_\_\_ understands and (Name of my firm) acknowledges that the above representations are material and important, and will be relied on by Panther Valley School District in awarding this 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 Panther Valley School District if the true facts relating to the submission of bids for this contract are thereafter determined to be different than those set forth herein.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

# INFORMATION AND GENERAL CONDITIONS

The Selinsgrove Area School District is soliciting sealed bids for Middle School Dishwasher. Sealed proposals will be received by Renee Frederick, Director of Food and Nutrition, Selinsgrove Area School District, 329 Seals Ave., Selinsgrove, PA 17870, at 1:00PM, April 8, 2026. All bids must be sent or dropped off at the address given here and marked "Bid for Dishwasher." The Bidder is responsible for the delivery of their bids by the bid date and time. No bids will be accepted after this time. No electronic or faxed bids will be accepted.

## TERMS AND CONDITIONS

### Preparation and Submission of Proposals

1. All Bid responses must be submitted on the forms provided, with the price stated, which shall show both units, total, and percentage if requested. All requests must be signed by an authorized officer of the company. Failure to receive the completed documents on or before the stated deadline will result in the rejection of the Proposal.
2. Each proposal shall be upon the form bound with the specifications, shall be signed by the Bidder with his business address, and shall be delivered together with the specifications in a sealed envelope addressed to the **Selinsgrove Area School District, Attn: Renee Frederick, 329 Seals Ave., Selinsgrove, PA 17870**, showing the bidder's name and clearly marked "**BID for Dishwasher**".
3. All bids shall be submitted on the Bid Form furnished by the School District. The Bid Form shall be completely filled out. Bids that are incomplete, conditional, or obscure, or which contain any additions or alterations not called for, may be rejected.
4. The Bid must bear the written signature of the Bidder. If the Bidder is a partnership, the Proposal must be signed by the partners. If the Bidder is a corporation, the Proposal must be signed by a duly authorized officer or agent of such corporation under the seal of the corporation. A sole owner must sign as such. An individual trading as a company must sign and indicate trading as \_\_\_\_\_ Company.
5. Bidders shall submit prices as indicated on the Bid Form. In lieu of statements to the contrary, it will clearly be understood that the proposed amount shall be for products specified and services. The District reserves the right to rule on the equality of the bid item to those listed.
6. Receiving Bids - Bids received prior to the time established for the receipt of a bid will be securely kept and not opened. No responsibility will be attached to the Awarding Authority for the premature opening of a bid not properly addressed and identified. No proposal received in the Business Office of the District after the time established herein for the opening of proposals will be considered regardless of the cause for delay in the receipt of any such proposal.  
**Electronic/email/fax submissions will not be accepted.**
7. Withdrawal of Bid - Any bid may be withdrawn by written request dispatched by the Bidder on time for delivery in the normal course of business prior to the hour fixed for the opening of the Proposal. During the forty-five (45) day period following the opening of bids, no Bidder may withdraw any Proposal submitted.

8. No interpretation of the meaning of the Specifications or other contract documents will be made by the Bidder orally. Every request for such interpretation shall be in writing addressed to the District. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be mailed to all prospective Bidders. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any Bidder from any obligation under his bid submitted.
9. The Specifications, Instructions to Bidders, Invitation to Bid, the Bid Forms, and any addenda provisions shall constitute the bidding documents.
10. The Board of Education, Selinsgrove Area School District, known as the Owner and the Awarding Authority, reserves the right to accept\reject any and\or all Proposals if deemed to be in the public interest to do so, and to award the bid(s) to their best advantage, and do not obligate themselves to award to the lowest proposal.
11. Each bidder must meet or exceed the preferred specifications listed, as well as complying with all state and federal safety standards, and the standard rules and regulations as set forth by the State of Pennsylvania. If the model specified in the contract is discontinued by the manufacturer after the award of this contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit.
12. The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees, and surcharges from which the District is not exempt or that are imposed or assessed by Vendor.
13. Please provide an estimated delivery of the dishwasher to the district:
14. Payment will be issued no later than 45 days upon delivery and acceptance of the tables to the district.
15. A Purchase Order for goods or services will be supplied after the Board of Education Approves the Bid by the Business Manager.
16. The bidder shall insert the price per option as listed. Any conversation to arrive at the stated unit price is the responsibility of the proposer. Any price quoted that does not conform to the state unit price shall not be considered for acceptance.
17. The vendor understands that the delivery will be to: Selinsgrove Area School District Middle School 359 Seals Ave., Selinsgrove, PA 17870. Delivery to the loading dock (which has a lift) on back side of the building.
18. The invoice shall be sent to the Food & Nutrition Department of the Selinsgrove Area School District, 329 Seals Ave., Selinsgrove, PA 17870.
19. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the district is directly or indirectly interested

in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

20. **PRICING**

All prices stated shall be net prices and include delivery to the door of the building specified, and assembly of all items and installation in the cafeteria.

21. **RIGHT TO KNOW**

Worker and Community Right to Know Act of 1984: All vendors must comply with the provisions of the above-mentioned Act by providing Safety Data Sheets (SDS) for all chemicals and hazardous substances provided, if applicable, as part of this contract.

22. **ARREST/CONVICTION REPORT**

The Contractor is required to sign an Arrest/Conviction Report and Certificate Form (under Act 24 of 2011 and Act 82 of 2012).

23. **DEBARMENT AND SUSPENSION**

The Selinsgrove Area School District shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Bids. Consideration will be given to such matters as contractor integrity, compliance with public policy, a record of past performance, and financial and technical resources.

24. **COMPLIANCE WITH LAWS AND AGENCY MANDATES**

- A. The vendor shall comply with the laws, rules, regulations, and policies of federal, state, and local governments. It shall be the responsibility of the vendor to ensure that all personnel associated with this agreement are familiar with all the aforesaid laws, rules, regulations, and policies.
- B. The Contractor shall be responsible for all costs and compliances with all laws, regulations, and permits of local, state, and federal governments, PA D.E.R, and the E.P.A. regulations.

25. **ANTI-POLLUTION LEGISLATION**

- A. Act 247 of 1972, 53 P.S. §1612, requires that contractors on construction contracts for the Commonwealth of Pennsylvania and its political subdivisions be advised of those provisions of Federal and State statutes, rules, and regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect a project on which proposals are received. Pursuant to the Act, the Pennsylvania Department of Environmental Resources has prepared a notice of said provisions. Contractors are hereby notified of and agree to comply with the terms of said notice, and all statutes, rules, and regulations of the Act.

26. **INDUSTRY STANDARDS**

- A. Except for when Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if found or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract

Documents by reference. Contractors are noticed to comply with standards in effect as of the date of the Contract Documents.

27. HOLD HARMLESS CLAUSE

A. The bidder agrees that if awarded an order under these specifications, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Selinsgrove Area School District, its administration, board members, and employees from and against all claims, damages losses, and expenses, including without limitation attorney's fees and legal cost, arising out of or resulting from the Contractor's performance of the Contract, including, without limitations claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of property, including loss of use resulting therefrom caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable. The indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

28. BOARD POLICIES

The proposal shall comply with all of the Selinsgrove Area School District's policies, including but not limited to Policy 626 – Federal, Fiscal Compliance, Conflict of Interest, 806 – Operations, Child Abuse.

29. NO CASH ALLOWANCES

Cash allowances are prohibited.

30. LICENSES, FEES, TAXES

The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.

31. SELECTION CRITERIA

The Selinsgrove Area School District reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

32. NON-COLLUSION AFFIDAVIT

Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the district is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

33. CONTRACT

- A. This contract shall supersede and replaces all prior agreements, promises, and understanding, oral or written, between the successful vendor and Selinsgrove Area School District.
  - B. The Terms and Conditions, Scope of Services, and signed Proposal Form shall form the final contract between both parties.
  - C. Any amendments to this contract must be in writing and specifically include the original contract language and the changes or additions to the original contract. The amendment must be signed by both parties.
34. **BID BOND (NOT APPLICABLE FOR THIS BID)**
- A. All bids must be accompanied by a bid guarantee in the form of a certified check, or a Bid Bond, payable to the order of the School District in the amount of zero percent (0%) of the base bid. The Bid Bond must be issued by a corporate surety authorized to do business in Pennsylvania to guarantee that the bidder will enter into a contract on the terms and conditions and scope of services with the bid package should the contract be awarded to the bidder. If the successful bidder shall default by failure to enter into the contract, the bidder shall be liable to the District for the entire difference, if any, between the bidder's price and any substitute bid price from any bidder with which the District may contract, together with any advertising, legal and other expense incurred by the District by reason of default.
  - B. Bid guarantees, other than Bid Bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids; and (b) to the successful bidder upon execution of such further contractual documents as may be required by the contract documents. The terms of any bid guarantee or Bid Bond must be such that the bidder will forfeit its surety if it fails to execute a contract in accordance with the contract documents.

### **Uniform Grant Guidance Requirements**

The following provisions are required since the District is using federal funds. Accordingly, except where stated not applicable, the following terms apply to this proposal because the District will be using Federal Funds for such purchases and/or services. **Items must be initialed where required, for the proposal to be valid.**

### **35. Compliance with the Uniform Grant Guidance**

This purchase will be secured with Federal Grant Funds, the below specific federal laws, regulations and requirements will apply in addition to those under state law. Included, but are not limited to, the procurement standards of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (UG). The vendor agrees to comply with all requirements that may be applicable to the specific purchases using funds under a federal grant.

#### **Applicant Violation or Breach of Contract terms**

- A. Applicant shall promptly correct any errors, omissions, or defects in any services at no cost to the District. The District reserves the right to reject any services reasonably determined by the District as containing errors, omissions, or defects

or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the District for any difference that may remain. If the District prefers to accept services that are not in accordance with the requirements of the contract documents, the District may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not the final payment has been made.

Duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not in limitation of duties, obligations, rights, and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

- B. 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 U.S.C. 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.

Pursuant to Federal Rule (A) above, when SASD expends federal funds, SASD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of contract by either party.

**Does the Vendor agree? YES, \_\_\_\_\_ Initials of Authorized**

**Representative of Vendor**

- C. **Termination for cause and for convenience** by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of **\$10,000**).

Pursuant to Federal Rule (B) above, when Selinsgrove Area School District(SASD) expends federal funds, SASD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SASD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if SASD believes, in its sole discretion, that it is in the best interest of SASD to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay the Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s). Any award under this procurement process

is not exclusive and SASD reserves the right to purchase goods and services from other vendors when it is in SASD's best interest.

**Does the Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

Pursuant to Federal Rule (G) above, when federal funds are expended by SASD, the Vendor certifies that during the term of an award for all contracts by SASD resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does the Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor**

- E. **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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by SASD, the Vendor certifies that during the term of an award for all contracts by SASD resulting from this procurement process, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant 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.

**Does the Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor**

- F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by SASD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by SASD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

**Does the Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**G. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a) The Applicant shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:
- b) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- c) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- f) Using 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
- g) Requiring any subcontractor if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

H. **Domestic Preferences**

The Applicant should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the District.

I. **Never Contract with the Enemy**

Under 2 CFR part 183 contracts that exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

**Does the vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of vendor**

J. **General Compliance and Cooperation with District**

The Applicant agrees it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to the District's purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

**Does the vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

36. **Anti-Discrimination Clause (Section 755 PA School Code)**

1. In accordance with the provisions of the PA School Code, the contractor agrees:
  - a. Than in the hiring of employees for the performance of work under this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pa who is qualified and available to perform work to which the employment relates;

- b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color;
  - c. 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 or conditions of this portion of the contract.
- 37. Non-Collusion Affidavit - Each Bidder must submit along with its Bid a fully executed Non-Collusion Affidavit on the form included in the bidding documents. More than one bid for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Bids in which the Bidder is interested. Any and all bids will be rejected if there is any reason for believing that collusion exists among the Bidders. Participants in such will not be considered in future Bids.
- 38. Questions and any additional information requests can be forwarded to

**Renee Frederick**  
**Director of Food and Nutrition**  
**Selinsgrove Area School District**  
[rfrederick@seal-pa.org](mailto:rfrederick@seal-pa.org)

**Selinsgrove Area School District**  
**Middle School Dishwasher Bid**

**Proposal Form**

Vendor proposals must be accompanied by this form. Selinsgrove Area School District Board of Director's reserve the right to accept or reject any and all proposals submitted, reject any or all items within the proposal as it desires, to waive any irregularities of technicalities in any proposal, and to make the award in the best interest of the school district. Items to be considered when making the award will be price, quality, service potential, and proximity to the school district.

The vendor must clearly respond to each item in the specifications with a statement of compliance or alternative in the event compliance cannot be made. The following must be provided – please type or print legibly all information except signature:

Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, and Zip Code:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

We, the undersigned, hereby propose and agree, that we have carefully examined the Scope of Services and Terms and Conditions, we submit this Request for Proposal and agree to furnish Middle School Dishwasher per the specifications attached at a total cost of \$ \_\_\_\_\_ for the Selinsgrove Area School District.

The prices bid herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

The Terms and Conditions and the Specifications/Scope of Services along with the signed form is the signed contract between the \_\_\_\_\_ and the Selinsgrove Area School District.

If Vendor is an Individual:

Sign Here: \_\_\_\_\_  
(date)

If Vendor is an Individual Trading Under a Fictitious Name or is a Partnership:

Sign Here: \_\_\_\_\_  
(date)

Title: \_\_\_\_\_

Trading As: \_\_\_\_\_

If Vendor is a Corporation, Fill in Corporate Name, Sign and Affix Seal:

Name: \_\_\_\_\_

By: \_\_\_\_\_

(President or Vice President)

(date)

Attest: \_\_\_\_\_

(Secretary or Assistant Secretary)

(date)

ATTACH CORPORATE SEAL HERE:

## SELINGSGROVE AREA MIDDLE SCHOOL CONVEYOR DISHMACHINE

Please complete the following information and submit with your bid.

### 1. Bidder/Vendor Information

Bidder / Company Name:

Contact Name & Title:

Phone:

Email:

### 2. Dishwasher Information

Manufacturer:

Model:

### 2. Equipment Specifications

Dishwasher Dimensions (L × W × H):

Electrical Requirements:

Booster Heater Details:

Water Purification System Details:

### 3. Warranty Information

Dishwasher Warranty:

Booster Heater Warranty:

Water Purification Warranty:

Labor Warranty:

### 4. Delivery & Installation

Delivery Details:

Estimated Delivery Date:

Installation Included? Yes / No

If yes, describe scope:

## 5. Cost Breakdown

Dishwasher	\$ _____
Booster Heater	\$ _____
Water Purification System	\$ _____
Assembly & Installation Fees	\$ _____
Shipping & Delivery Fee	\$ _____
Other (please specify)	\$ _____
<b>Grand Total</b>	<b>\$ _____</b>