

BELLWOOD-ANTIS SCHOOL DISTRICT
REQUEST FOR BIDS
for
DISTRICT-WIDE KITCHEN EQUIPMENT
INSTRUCTIONS,
BIDDING FORMS
&
SPECIFICATIONS

BID DUE BY: Wednesday, June 23, 2021 - Bid Opening at 2:30 p.m.

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INVITATION TO BID

Sealed Bids are being requested for **DISTRICT-WIDE KITCHEN EQUIPMENT**. Bids will be received in the Bellwood-Antis School District Administrative Office, 300 Martin Street, Bellwood, PA 16617. Bids will be opened in the conference room of the Administrative Office at 2:30 p.m., prevailing time, on June 23, 2021.

Bids to be accepted/rejected by the Board within thirty (30) days of the bid opening.

Instructions, Bidding Forms, and Specifications may be obtained online at www.blwd.k12.pa.us.

All Bids must be on the forms provided by the Bellwood-Antis School District. All envelopes containing bids shall be clearly marked: **SEALED BID: "Bellwood-Antis School District Bid for "District-Wide Kitchen Equipment"**. No bid shall be withdrawn for a period of thirty (30) days after the scheduled date of bid opening.

The Bellwood-Antis School District reserves the right to waive any informalities and to accept or reject all or part of any or all bids. Late bids will not be accepted.

Kimberly M. VanGorder
Business Manager/Board Secretary

INSTRUCTIONS TO BIDDERS

Bids: All bids shall be submitted to the Owner at the address shown in a sealed envelope and marked **SEALED BID: “Bellwood-Antis School District Bid for “District-Wide Kitchen Equipment”**. Bids will be accepted for the above project by the Owner until 2:30 p.m., Wednesday, June 23, 2021, at which time bids will be opened.

The Bellwood-Antis School District Board of Directors reserves the right to waive any bid conditions or formalities when it appears to be in the District’s best interest to do so.

No bid will be accepted as valid unless “BID FORMS” and any supplemental forms provided to all bidders are properly and completely executed. Late bids will not be accepted. The District reserves the right to waive these requirements for minor irregularities.

The submission of a bid shall serve as conclusive evidence that the bidder has satisfied himself as to all requirements outlined in the bid specifications and addendums (if applicable) and to all conditions serving to control the execution of the project which may ensue. The vendor shall not at any time after the submission of this bid, set up any claim whatsoever based upon insufficient data or incorrectly assumed conditions.

Standard of Quality: The various materials and products specified by name or description are given to establish a standard of quality and cost for bidding purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe a minimum standard that is acceptable. Where proprietary names are used, alternates of the quality necessary to meet the specifications, or better, and work with existing equipment shall be accepted. 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 alternative which does not meet the specification.

Award of Contract: The owner shall award the contract to the selected bidder or shall reject all bids within ninety (30) days of the date of bid opening, and no bidder may withdraw his bid before the expiration of such ninety (30) day period. Thirty (30) day extensions of the date for the award of the contract may be made by the mutual consent of the owner and the selected bidder.

Disqualification: Bidders may be disqualified for any of the following specific reasons:

- a. failure to submit proper documentation.
- b. not qualified by length of business existence or has not completed a project of this size.
- c. the bidder being interested in any litigation against the Owner.
- d. not eligible or able to comply and submit all UGG required documents. This is a federally funded project or purchase.
- e. the bidder having defaulted on past contract or in arrears on an existing contract with the District.
- f. lack of competency as revealed by any questionnaires required with the bid.
- g. falsification of information provided the Owner or incomplete submittals/proposals.
- h. poor reference referrals or poor performance of past work for others.
- i. bidder amendments not acceptable to the Owner.

Within fifteen (10) days following the award (or when presented the contract by the Owner, if later than ten days) the successful bidder will enter into a written contract with the Board.

The Owner is not under any obligation to award the contract to the lowest bidder. Factors taken into consideration: Cost, quality, warranty, reputation/references. The Owner reserves the right to make any investigations necessary to assure itself that the Bidder is properly qualified to satisfactorily perform the contract; to accept the complete

bid; to adjust the quantities to be purchased in accordance with the Contract Documents; to delete specific items; to waive any informalities and to reject any and all bids.

Each bidder shall be prepared, if so requested, to present evidence of experience, qualifications, and financial ability to carry out the work in accordance with the terms of the agreement.

GENERAL PROVISIONS

Payment: The payment terms are net 45 days. Net Terms for periods less than 45 days (Ex. Net 15) may result in rejection of the proposal. **(discounts for prompt payment will be considered.)** Billing Statements and Invoices are to be submitted under the condition of the Business Manager.

Any purchase order for products or services resulting from this contract award, must be contingent upon provision for cancellation, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet minimum school criteria for acceptance and performance reliability.

Cancellation: Either party may cancel this agreement at any time with ninety (90) days notice, in writing, to the other party. In this event, it is agreed that the vendor will keep any payments already made prior to receipt of notice but no further payments will be made, for any services which are rendered after that ninety (90) day period has expired.

Warranty of Service: The proposer must warrant that it will provide appropriately trained personnel with regards to the provision of services identified above and that these services will be provided regardless of conditions that may negatively impact on the ability of the vendor to deliver other services.

Warranty of Equipment: Provide clear warranties by manufacturer and vendor.

All equipment must be installed in the designated kitchen.

Questions regarding specifications shall be addressed to Taylor Danko, Food Service Director, at 814-742-2277 or Tom Kovac, Buildings and Grounds Director at 814-742-2270, ext. 4133 between the hours of 8 a.m. and 3:00 p.m.

SCOPE OF WORK

The Bellwood-Antis School District is seeking bids for various pieces of Kitchen Equipment and installation.

Seeking bids for the following specifications:

Myers Elementary School

(Quantity 1) Turbo Air Model No. M3R47-2-N

Reach-In Refrigerator Two Door

78" H x 51.75" W X 30.75 D

Fits Full Size Pan Rack, 21"W x 24"D x 50"H

115 V Cord w/Plug in Cord

Bellwood-Antis Middle School

(Quantity 4) Vollrath Model No. 8240014

Well Adapter Plate

12" W x 20" L

(Quantity 1) Vollrath Model No. 40733

Hot Food Merchandiser, Countertop, Self-Service

26"W x 19"D x 25" H

120 V Countertop Model, 85° - 175°F Temp Range, Front & Rear Sliding Glass Doors

(Quantity 2) Winholt Equipment Model No. INHPL-1836C-DGT

Heated Holding Cabinets, Mobile

21-1/2"W x 32"D x 66-3/4"H

120 V w/Plug in Cord

(Quantity 1) UNOX Model No. XAVC-06FS-GPLM

Combi Oven, Gas, Countertop

Fits (6) 18" x 26" Full Size Sheet or (12) Hotel Size Pan Capacity.

Natural Gas / 120 V Electrical Supply

Must remove existing steamer and cap lines from boiler

(Quantity 1) Lincoln Foodservice Model No. 1180-FB1G

Gas Conveyer Oven

Natural Gas w/120 V Electrical Supply

(Quantity 1) Vollrath Model No. 6951020

Countertop Induction Range, 120 V

16-1/2"W x 13-1/8"D x 4"H, Ceramic Top, Solid State Digital Control

Must include 4 EA Induction-Ready Stock Pot, 16 qt.

Must include 4 EA Induction-Ready Sauté Pan, 6 qt

(Quantity 1) True Mfg. - General Foodservice Model No. GDM-05PT-S-HC~TSL01
Countertop Pass-Thru Merchandiser
36" H X 24" W X 23.6" D
120 V w/Plug in Cord

(Quantity 1) Piper Products/Servolift Eastern Model No. AT-ST
Tray Rack Dispenser
10" x 14" tray size

(Quantity 2) Cambro Shelving Unit
4 Shelf Antimicrobial Cooler Shelving Units
18" D x 64" W x 64" T

(Quantity 4) Cambro Shelving Unit
4 Anti Antimicrobial Cooler Shelving Units
21" D x 48" W x 64" T

Bellwood-Antis High School

(Quantity 1) Lincoln Foodservice Model No. 1180-FB1E
Electric Conveyor Oven
208 V Requirement
18" Conveyor Belt, Belt Direction Right to Left

(Quantity 1) Turbo Air Model No. M3R47-2-N
Reach-In Refrigerator Two Door
78" H x 51.75" W X 30.75 D
Full Size Pan Rack, 21"W x 24"D x 50"H
115 V Cord w/Plug in Cord

(Quantity 1) Vollrath Model No. 40733
Hot Food Merchandiser, Countertop, Self-Service,
26"W x 19"D x 25" H
120 V Countertop Model, 85° - 175°F Temp Range, Front & Rear Sliding Glass Doors

(Quantity 2) John Boos Model No. PRTC1-C
Pot Rack, Ceiling Mount, Oval, 43-1/4"W x 18"D x 48"H overall size, 3/16" x 2" stainless steel flat bar

(Quantity 1) Winholt Equipment Model No. INHPL-1836C-DGT
Heated Holding Cabinets Mobile 21-1/2"W x 32"D x 66-3/4"H
120 V w/Plug in Cord

(Quantity 1) True Mfg. - General Foodservice Model No. GDM-05PT-S-HC~TSL01

Countertop Pass-Thru Merchandiser

36" H X 24" W X 23.6" D

120 V w/Plug in Cord

(Quantity 1) Cambro Shelving Unit

4 Shelf Antimicrobial Cooler Shelving Units

24" D x 54" W x 84" H

(Quantity 1) Cambro Shelving Unit

6 Shelf Antimicrobial Cooler Shelving Unit

24" D x 36" W x 84" H

(Quantity 1) Cambro Shelving Unit

6 Shelf Antimicrobial Cooler Shelving Units

24" D x 60" W x 84" H

(Quantity 2) Cambro Shelving Unit

2 Shelf Antimicrobial Cooler Shelving Units w/Can Rack

24" D x 36" W x 84" H

(Quantity 4) Cambro Shelving Unit

4 Shelf Antimicrobial Cooler Shelving Units

21" D x 36" W x 64" H

(Quantity 2) Cambro Shelving Unit

4 Shelf Antimicrobial Cooler Shelving Units

14" D x 42" W x 64" H

(Quantity 1) Cadco Serving Cart

MobileServ® Standard Grab & Go Merchandising Cart

Large 1-sided Grab & Go Shelf on Top

(3) full size steam pan holders

(1) left flip-up register shelf

(1) push handle, corner bumpers, stainless steel construction

Alternates must be clearly marked on bid form and detailed specification information must be provided with bid submission to be considered.

All pricing shall remain in effect for at least 30 days after bid award with the option to extend pricing another 30 days.

DETAILS REGARDING BID

Preparation and Submission of Bids:

1. Substitutions for specified items are acceptable only if the substituted items meet specifications outlined in manufacturer's catalog. Bidder shall provide detailed information for each piece to be substituted. The Owner has the right to request a sample be provided of substituted item.
2. State the discount structure for subsequent orders, or add-ons, if different from that discount structure established in the base bid. If no discount structure is provided, subsequent orders, if any, shall be awarded based on the figures provided by the Bidders.
3. Bidders may submit bids on any or all items listed on the bid form. The total quotation shall include cost, freight, insurance, delivery, and installation, if applicable. Acceptance of the Bidder's proposal on any item shall not obligate the Owner to accept his proposal on other items.
4. The Bidder agrees that the Owner may increase or decrease the required quantity of any item. Such increase or decrease in quantities shall be made in writing within thirty (30) calendar days after the date of the Agreement and shall be added to or deducted from the Contract Sum at the unit prices stated in the Bid.

BID FORM AND SUPPLEMENTAL FORMS

1. In compliance with the Instruction to Bidders, and other specifications provided, we, the undersigned, do hereby agree to provide all materials.

Project: Request for Bids - Kitchen Equipment & Installation

Site: Bellwood-Antis School District

For: Bellwood-Antis School District
300 Martin Street
Bellwood, PA 16617

By: Date _____
Bidder's Company Name _____
Phone _____
Fax _____
E-Mail _____

2. BID AMOUNT (to include delivery and set up in each location):

<u>Myers Elementary School</u>	<u>Each</u>	<u>Total</u>
(Quantity 1) Turbo Air Model No. M3R47-2-N Reach-In Refrigerator Two Door	\$ _____	\$ _____
 <u>Bellwood-Antis Middle School</u>		
(Quantity 4) Vollrath Model No. 8240014 Well Adapter Plate	\$ _____	\$ _____
(Quantity 1) Vollrath Model No. 40733 Hot Food Merchandiser, Countertop, Self-Service	\$ _____	\$ _____
(Quantity 2) Winholt Equip. Model No. INHPL-1836C-DGT Heated Holding Cabinets, Mobile	\$ _____	\$ _____
(Quantity 1) UNOX Model No. XAVC-06FS-GPLM Combi Oven, Gas, Countertop	\$ _____	\$ _____
(Quantity 1) Lincoln Foodservice Model No. 1180-FB1G Gas Conveyer Oven	\$ _____	\$ _____

(Quantity 1) Vollrath Model No. 6951020 Countertop Induction Range, 120 V	\$_____	\$_____
(Quantity 1) True Mfg. - General Foodservice Model No. GDM-05PT-S-HC~TSL01 Countertop Pass-Thru Merchandiser	\$_____	\$_____
(Quantity 1) Piper Products/Servolift Eastern Model No. AT-ST Tray Rack Dispenser	\$_____	\$_____
(Quantity 2) Cambro Shelving Unit 4 Shelf Antimicrobial Cooler Shelving Units	\$_____	\$_____
(Quantity 4) Cambro Shelving Unit 4 Anti Antimicrobial Cooler Shelving Units	\$_____	\$_____
 <u>Bellwood-Antis High School</u>		
(Quantity 1) Lincoln Foodservice Model No. 1180-FB1E Electric Conveyor Oven	\$_____	\$_____
(Quantity 1) Turbo Air Model No. M3R47-2-N Reach-In Refrigerator Two Door	\$_____	\$_____
(Quantity 1) Vollrath Model No. 40733 Hot Food Merchandiser, Countertop, Self-Service	\$_____	\$_____
(Quantity 2) John Boos Model No. PRTC1-C Pot Rack, Ceiling Mount	\$_____	\$_____
(Quantity 1) Winholt Equip. Model # INHPL-1836C-DGT Heated Holding Cabinets Mobile	\$_____	\$_____
(Quantity 1) True Mfg. - General Foodservice Model No. GDM-05PT-S-HC~TSL01 Countertop Pass-Thru Merchandiser	\$_____	\$_____
(Quantity 1) Cambro Shelving Unit 4 Shelf Antimicrobial Cooler Shelving Units	\$_____	\$_____
(Quantity 1) Cambro Shelving Unit 6 Shelf Antimicrobial Cooler Shelving Unit	\$_____	\$_____
(Quantity 1) Cambro Shelving Unit 6 Shelf Antimicrobial Cooler Shelving Units	\$_____	\$_____

(Quantity 2) Cambro Shelving Unit
2 Shelf Antimicrobial Cooler Shelving Units
w/Can Rack \$ _____ \$ _____

(Quantity 4) Cambro Shelving Unit
4 Shelf Antimicrobial Cooler Shelving Units \$ _____ \$ _____

(Quantity 2) Cambro Shelving Unit
4 Shelf Antimicrobial Cooler Shelving Units \$ _____ \$ _____

(Quantity 1) Cadco Serving Cart MobileServ®
Standard Grab & Go Merchandising Cart \$ _____ \$ _____

Total \$ _____

***Package Bid (if all equipment purchased from
same vendor)** \$ _____

3. We, the undersigned, agree that if awarded the contract, to execute an agreement for the above stated work and for the above stated compensation.
4. We, the undersigned, acknowledge the District will make payment 45 days after receipt of invoice. Invoice will be accepted after project is completed, unless partial otherwise agreed upon with Owner.
5. We, the undersigned, acknowledge receipt and consideration of the following Addenda or Clarifications:

Addendum # _____ / _____ Dated: _____ / _____
Clarification # _____ / _____ Dated: _____ / _____
6. We, the undersigned, agree that this proposal as submitted shall remain valid through ninety (90) days following the bid opening.
7. Other conditions affecting this bid: (attached letters or pages as necessary to define conditions or exceptions.)

8. Bidder's Legal Name: _____
Address: _____

(Print Name) Title

Submitted By: _____
(Authorized Signature) Title

Date: _____

**EDGAR CERTIFICATIONS
CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply when The Bellwood-Antis School District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

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 IU13’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, WOMENS BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

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

Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.

1.4. **BYRD ANTI-LOBBYING AMENDMENT**

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

1.5. **CLEAN AIR ACT**

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

1.6. **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Where applicable, for all IU13 contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.7. **DAVIS BACON ACT**

When required by Federal program legislation, vendor agrees that, for all IU13 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.

1.8. DOMESTIC PREFERENCES

As appropriate and to the extent consistent with law, the Intermediate Unit should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

‘Produced in the United States’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

‘Manufactured products’ means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement also applies to subawards, including all contracts and purchase orders for work or products under a Federal award.”

1.9. GEOGRAPHICAL PREFERENCES PROHIBITED

Notwithstanding the domestic preferences for procurement discussed above, the Intermediate Unit must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

1.10. NEVER CONTRACT WITH THE ENEMY

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

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

1.11. SIMPLIFIED ACQUISITION THRESHOLD

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

available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

1.12. DEBARMENT AND SUSPENSION

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

1.13. RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to participating SFAs throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Pennsylvania or any authorized representative of a participating SFA, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, 17 excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA reserve the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

We, the undersigned, understand and certify we are and will remain in compliance with the above Clauses (1.1 -1.13).

(Authorized Signature)

(Date)

(Witness Signature)

(Date)

CIVIL RIGHTS STATEMENT

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