

PENN CAMBRIA SCHOOL DISTRICT
201 6th Street, Cresson, PA 16630

EQUIPMENT BID – SCHOOL NUTRITION SERVICES

Instructions/Specifications/Bid Form

To assure the Board of Directors that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to. Any deviations shall be considered sufficient cause for rejection.

1. This is a bid comprising and being administered by the Penn Cambria School District, (hereinafter "District").
2. Under no circumstances shall these specifications be altered. The specifications and any brand names used are to indicate a minimum of acceptable quality, and if not stated "or equal" shall be implied. However, if a bidder bids an item(s) other than what is specified, he shall so indicate and the responsibility of proving that a substituted item is an equal to that specified in the bid specifications, shall be the duty of the bidder, not the District. Proof of an item(s) as being equal shall accompany the bid and be indexed to the item(s) as contained in these specifications. Any substitutions due to lack of availability and/or specification change must be equal to or greater than the item originally specified in this document.
3. The bid must be complete and contain all of the requested items. Any deviations from the requested specifications must be identified.
4. All bidders shall demonstrate units for or on which they bid to District personnel, when requested to do so by the authorized agent of the District.
5. A site visit is **required** by the bidding dealers. All prospective bidders should contact Scott Sherry, Director of Facilities, at (814) 886-8121 extension 1011 to schedule a site visit prior to submitting bid.
6. Pricing for installation, cutting out existing equipment, removal and disposal shall be included in this bid pricing. Installer will be responsible for disconnecting the plumbing and electrical connections to the existing equipment prior to dismantling and disposing of the existing equipment. Installer to deliver, uncrate, set-in-place, and assemble the new equipment. The installer will also be responsible for providing and reconnecting the electrical, plumbing, and ventilation to the new equipment once it is assembled. Once all equipment is hooked up and ready to start, the installer will provide all start-up, testing, and in-service training of staff.
7. DELIVERY: Delivery of items proposed shall be the responsibility of the successful bidder. Delivery of all equipment must be no later than 60 Days after order is placed unless prior approval has been granted by the District. The Board of Directors reserves the right to cancel any orders not received within 60 days. Customized and later delivery terms will be by mutual agreement between bidder and District. Cost of delivery shall be included in the bid prices proposal.
8. No bids shall be permitted to be withdrawn after the time set for the opening of bids. All bids shall remain valid for sixty-five (65) days after the date set for opening bids. The District shall have a maximum of sixty-five (65) days from the date of opening bids for issuing notice of acceptance and the awarding of contract.

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9. All bids must be either typewritten or printed in ink on the enclosed forms and signed by an authorized representative of the bidder with the authority to bind the bidder. Unsigned bids will not be considered.
10. The District is exempt from all federal, state and local taxes; therefore, the bid price shall be net of any taxes.
11. The totals of each bid shall be firm and irrevocable. This total shall appear on the Bid Form included herein.
12. The District shall award the contract for the performance of this Project to the lowest responsible bidder. The District shall not arbitrarily or capriciously award the contract for the performance of this Project. While cost is an essential element in choosing a bidder, it will not be the sole deciding factor in awarding this contract. Bids will be evaluated on conformity to requirements, ability to fulfill specifications, references and price in order to obtain the best value and service.
13. **No minimum purchase requirement** shall be included in any bid or applied to the District. Any attempt to insert an addendum or additional language providing for a minimum purchase requirement shall be proper grounds for the District to reject the bid.
14. No rights shall accrue to any party until written contracts (i.e., purchase order, order acknowledgement) have been executed by duly authorized officers of the District and the Successful Bidder.
15. No additional terms will be recognized beyond those listed in these bid documents unless they are included in the express written and duly authorized Agreement to be completed by the parties after the award of the bid.
16. The District requires that all bidders submit a properly and completely filled out Non-Collusion Affidavit.
17. The District reserves the right to request references from any bidder, as it deems necessary, in order to assist in determining which bidder has submitted the lowest responsible bid.
18. The District reserves the right to accept any bid or portion thereof and to reject any bid, either in its entirety or any portion thereof. The District reserves the right to reject any and all bids where the District determines such action to be in its best interests. Any proposal which contains items not specified, or which does not complete all the items required, shall be considered informal and may be rejected on this basis.
19. At its discretion, the District may waive any immaterial irregularity, formality, or technicality in any Proposal where it is in the District's best interest to do so.
20. The bidder agrees, through submission of any bid, that in the event its bid is rejected by the District for any reason and such rejection is contested by the bidder through the

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commencement of legal proceedings, whether in law or in equity, the District shall be entitled to an award of reasonable attorney's fees and costs if the District's rejection of the contested bid is upheld, affirmed, or otherwise not set aside.

21. The Successful Bidder will knowingly, willingly, and voluntarily indemnify and hold harmless the District, and shall assume any and all risks of accident, personal injury, death or property damage to itself, its successors, agents, or any other person entering the District's facilities on behalf of the Successful Bidder resulting from the performance of the Successful Bidder, its employees, and its agents under the Agreement. The Successful Bidder will agree to now and forever release, acquit, discharge, defend, indemnify and hold harmless the District and its officers, officials, directors, representatives, agents, and employees, from and against any and all claims, loss, causes of action, suits, costs, or expense for any and all personal injury, death, or property damage arising directly or indirectly from performance of the Successful Bidder's obligations under the terms of the Agreement.
22. The Successful Bidder shall be solely responsible for any violations of Local, State, or Federal laws and regulations resulting from the Successful Bidder's performance under the terms of the Agreement. The Successful Bidder shall agree to defend, indemnify, and hold harmless the District from any and all fines, claims, causes of actions, suits, cost, or expense resulting from the Successful Bidder's failure to properly equip and train its employees in compliance with all applicable Local, State, or Federal laws and regulations.
23. The Successful Bidder shall be responsible for any damage to property caused by the Successful Bidder or their agents and employees in the performance of the duties awarded to the Successful Bidder.
24. The Successful Bidder may not assign their performance obligations without the express written consent of the District. Any assignment without the express written consent of the District will provide the District with a right of rescission, which shall be exercised within twenty (20) days of the District's notification of the assignment or the effective date of the assignment, whichever is later.
25. Bids shall be received at the Administration Office of the Penn Cambria School District, 201 6th Street, Cresson, Pennsylvania, 16630, until **10:00 AM, Friday, August 9, 2024**, at which time bids will be publicly opened in the Administration Conference Room. All bid envelopes shall be properly sealed and appropriately marked on the outside of the envelope, "**BID – CAFETERIA EQUIPMENT**". The contact on the bid document will be notified via email and/or phone after the bid award has been made by the District.
26. If a bidder believes that any portion of these specifications is ambiguous or unclear, it is requested that bidder contact the school district for clarification. If bidder submits a bid without asking for clarification, it is assumed that the bidder clearly understood the requirements of the specifications.
27. *If further information is needed, please contact or schedule an appointment with the District.* Questions regarding this bid document may be directed to the Penn Cambria School District

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Food Service Director: Ms. Justine Hrzic-Smith at (814) 886-7753 between 8:00 A.M. and 3:00 P.M. Monday through Friday. No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Interpretations, if made, shall be written in the form of an email and sent to all bidders to whom specifications have been issued.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1499 Independence Avenue, SW
Washington, D.C> 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

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Please print all information.

Company Name		
Company Representative (Name/Title)		
Address		
Address		
City, State, Zip		
Telephone & extension		Fax
Email		
Original Written Signature		Date

INSTRUCTIONS TO VENDORS

SPECIFICATIONS

- A. Bidders must use the pricing forms as contained in **APPENDIX A.**
- B. Addendum for contracts under federal award as applicable **APPENDIX B.**
- C. All bidders must submit a properly and completely filled out Non-Collusion Affidavit **APPENDIX C.**

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APPENDIX A

INTERMEDIATE SCHOOL

DATA PROVIDED BY DISTRICT		DATA PROVIDED BY VENDOR		
Description	Quantity	Equipment Price	Installation Price	Extended Price
COMBI OVEN, ELECTRIC	1			
<ul style="list-style-type: none"> • Convotherm Model No. C4 ET 6.20EB-N ON 6.20EB-N DD STACK (School Model) Convotherm Maxx Pro Combi Oven/Steamer School Package, electric, steam generator, includes TWO (6) 18" x 26" full size sheet pan or (12) 12" x 20" x 1" hotel pan capacity ovens, includes: (12) 21" x 23" wire shelves & (12) 12" x 20" fry baskets, 10" wifi ready easyTouch control panel, US cookbook with 200 cooking recipes for common K-12 menu items, (4) cooking modes: hot air, steam, combi-steam & retherm, includes wire racks per oven, disappearing door, triple pane door with anti-microbial hygienic door handle, LED lights, pull-out spray hose, ConvoClean+ fully automatic hands-free cleaning system, includes stacking kit with feet, stainless steel construction, UL-Listed ventless (no hood required - local codes prevail), cULus, NSF 				
<ul style="list-style-type: none"> • 1 ea (2) 208/240v/60/3-ph, standard • 1 ea Combi Oven/Steamer, standard • 1 ea Combi Oven/Steamer, standard • 1 ea (12) full size wire shelves (CWR20), standard • 1 ea (12) half size fry baskets (CWB10), standard • 1 ea Stacking Kit on 12" base, for double stack 6.20 & 10.20 (3456267), feet 				
<ul style="list-style-type: none"> • 1-year parts & labor warranty, standard 				
<ul style="list-style-type: none"> • Performance start-up included at customer request after equipment is installed. 				
<ul style="list-style-type: none"> • Electric 				
SAFETY SHIELD / GUARD				
Convotherm Model No. CHS6.20 Heat Shield, for C4 6.20 (p/n 3455851)	1			
WBT-OP175/50 OP175/50 Reverse Osmosis System with 50-Gallon Atmospheric Storage Tank , combines RO water & mineral addition, operates at line pressure to produce 175-gpd, storage tank has top-mounted variable-flow repressurization system & sub-micron air breather, includes integrated pre-filtration with particulate & chlorine reduction, hose, tubing & fittings required	1			

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11000115806 Installation Kits (one per combi) for 6.10, 6.20 & 10.10 electric, DWV Copper	2 Kits			
Extended warranty , not to exceed 36 months from date of installation	1			
TOTALS		\$	\$	\$

HIGH SCHOOL

DATA PROVIDED BY DISTRICT		DATA PROVIDED BY VENDOR		
Description	Quantity	Equipment Price	Installation Price	Extended Price
KETTLE, GAS, STATIONARY	1			
<ul style="list-style-type: none"> • Vulcan Model No. K40GL, 40-gallon true working capacity, 2/3 jacketed, 316 series stainless steel liner with ellipsoidal bottom, spring assist cover with condensate ring, 2" compression draw-off valve with perforated strainer, faucet bracket, stainless steel construction, 100,000 BTU. • 1-year parts & labor warranty, standard • Performance start-up included at customer request after equipment is installed, including free water quality check • Natural Gas 				
CATCH CAN Catch can with bail handle & 4' drain hose for DOV	1			
CLEANUP KIT Clean-up Kit, includes draw-off brush, clean-up	1			
STRAINR DSS40 Solid Strainer, for draw-off valve, for K40	1			
DBPTYTS WSHDWN DOUBLE Pantry Deck Mount Faucet, with backflow preventer, 16" add-on faucet, washdown hose, wall hook, NSF & Lead Reduction Compliant (Note: water connection required)	1			
Cleveland SF4 Swing drain funnel for floor mounting (stationary) (P/N KE003891-2)	1			
Extended Warranty , not to exceed 36 months from date of installation	1			
TOTALS		\$	\$	\$

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INTERMEDIATE SCHOOL

DATA PROVIDED BY DISTRICT		DATA PROVIDED BY VENDOR		
Description	Quantity	Equipment Price	Installation Price	Extended Price
KETTLE, ELECTRIC, STATIONARY	1			
<ul style="list-style-type: none"> • Vulcan Model No. K40EL, 40-gallon true working capacity, 2/3 jacketed, 316 series stainless steel liner with ellipsoidal bottom, spring assisted hinged cover with heavy duty pivot assembly, 2" compression draw-off valve with perforated strainer, faucet bracket 130° right of draw-off, stainless steel construction, tri-leg base, cULus, UL EPH, ANSI/NSF 4, ASME 				
<ul style="list-style-type: none"> • 1-year parts & labor warranty, standard 				
<ul style="list-style-type: none"> • Performance start-up included at customer request after equipment is installed, including free water quality check 				
<ul style="list-style-type: none"> • Electric 				
CATCH CAN Catch can with bail handle & 4' drain hose for DOV	1			
CLEANUP KIT Clean-up Kit, includes draw-off brush, clean-up brush with 36" handle & paddle scraper with 40" handle. STRAINR DSS40 Solid Strainer, for draw-off valve, for K40	1			
DBPTYTS WSHDWN DOUBLE Pantry Deck Mount Faucet , with backflow preventer, 16" add-on faucet, washdown hose, wall hook, NSF & Lead Reduction Compliant	1			
Cleveland SF4 Swing drain funnel for floor mounting (stationary) (P/N KE003891-2)	1			
Extended Warranty , not to exceed 36 months from date of installation	1			
TOTALS		\$	\$	\$

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APPENDIX B

Penn Cambria School District (referred to herein as “District”)

_____ (referred to herein as “Vendor”)

EQUIPMENT BID - SCHOOL NUTRITION SERVICES (referred to herein as “Contract”)

ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when District spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.**

(A) Vendor Violation or Breach of Contract Terms

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, 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 as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. ***This term shall apply without regard to the Contract amount.***

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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(B) District Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be effected and the basis for settlement.

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. ***This term shall apply without regard to the Contract amount.***

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60-1.3 must 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.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

The District has determined that the Contract is not a federally assisted construction contract.

(D) Prevailing Wage Requirement for Construction Contracts

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, **prime construction contracts for more than \$2,000** must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

The District has determined that these requirements are not applicable to the Contract.

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(E) Contract Work Hours and Safety Standards

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

The District has determined that these requirements are not applicable to the Contract.

(F) Rights to Inventions Made Under Agreement

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

The District has determined that these requirements are not applicable to the Contract.

(G) Clean Air Act and Federal Water Pollution Control Act

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor 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, 33 U.S.C. 1251- 1387.

The District has determined that these requirements are not applicable to the Contract.

(H) Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide 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 contains 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.

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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(I) Byrd Anti-Lobbying Amendment

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, 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. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

Does the Vendor agree? YES_____ Initials of Authorized Representative of Vendor

(J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) 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;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) 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
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree? YES_____ Initials of Authorized Representative of Vendor

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(K) Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(L) Procurement of Recovered Materials

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(M) Bonding Requirements

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements are not applicable to the contract.

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(N) General Compliance and Cooperation

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does the Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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APPENDIX C

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 Antibid-Rigging 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.

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APPENDIX C

NON-COLLUSION AFFIDAVIT

State of _____ :
County of _____ :s.s.

I state that I am _____ (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 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:

6. I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Penn Cambria School District (name of public entity) in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Penn Cambria School District (name of public entity) of the true facts relating to the submission of bids for this contract.

THIS RECORD WAS ACKNOWLEDGED
BEFORE ME ON _____(Date) _____(Name and Company Position)

By _____(Notary Public) _____Signature
My Commission Expires: _____