



**West York Area School District**

## **Request for Proposals**

### **KITCHEN EQUIPMENT**

Issued by:  
West York Area School District

Closing:

**2:00 PM**

**April 2, 2024**

## **Request for Proposals**

### **Kitchen Equipment**

The West York Area School District Student Nutrition Services Department is accepting proposals for Kitchen Equipment. Please submit the Kitchen Equipment Bid documents and the bid solicitation forms with the Proposal.

Proposals will be received at:

West York Area School District Administration  
Attn: Scott Rutkowski  
1891 Loucks Rd.  
Suite 100 York, PA 17408

by 2:00 PM

April 2, 2024 Proposal will include on the outside of the envelope/packet:

#### **KITCHEN EQUIPMENT RFP**

The Kitchen Equipment bid documents are available on the West York Area School District website.

Proposals will not be publicly opened. Any proposal received later than the specified time, whether delivered in person or mailed, will be deemed late and will be disqualified.

**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

After the evaluation of all proposals are completed, a vendor may or may not be recommended to the West York Area School District Board of Directors at a scheduled meeting. If approval is granted by the Board of Directors, a notification of award will be emailed to qualifying proposer.

The West York Area School District reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district.

If additional information should be required questions should be submitted by email to:

[scrutkowski@wyasd.org](mailto:scrutkowski@wyasd.org)

# REQUEST FOR PROPOSAL

The undersigned authorized representative of the vendor indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms, and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. By submitting a bid, each bidder agrees to waive any claim it has or may have against the West York Area School District and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
5. Offeror agrees to exhaust its administrative remedies under District Policy and the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

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Name of Bidding Company

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Date

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Address

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Signature of Authorized Representative

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City, State, Zip

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Printed name of Authorized Representative

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Contact Name

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Position of Authorized Representative

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Telephone Number of Contact Person

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Email Address of Contact Person

**REQUESTFOR**  
**PROPOSALS**  
**KITCHEN EQUIPMENT**

The West York Area School District Student Nutrition Department is accepting proposals for the purchase of Kitchen Equipment. Proposals are due at 2:00 PM on April 2, 2024, at the West York Area School District Administration Building, 1891 Loucks Rd. Suite 100, York, PA 17408. Please submit all Bid Documents with the proposal. All documents are available at [www.wyasd.org](http://www.wyasd.org).

All materials and equipment should be bid new and include installation, disconnecting existing equipment for placement of new equipment, freight (if required) and shipping in the bid price. All equipment and materials must be in current compliance with all state and local code requirements.

**Scope of Work**

West York Area School District Child Nutrition Department is seeking Kitchen Equipment according to the specifics listed in this solicitation.

Vendors will itemize bid pricing for base price of equipment, disconnecting existing equipment for placement of new equipment, installation and removal of old equipment contingent upon West York Area School District's need for removal.

Pricing shall be held firm for one **(1)** year from date the bid is awarded by the School Board.

An awarded vendor will coordinate delivery and installation with West York Area School District. At no time will the vendor access a school campus without West York Area School District's approval or knowledge.

**Proposal Submission**

Proposal will include on the outside of the envelope/packet:

KITCHEN EQUIPMENT RFP

**Brands**

Bidders shall indicate for each item bid the name and model of the brand being bid.

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

If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

All bid items shall include equipment's base price, disconnection of existing equipment (as necessary), installation, freight/shipping, and any necessary equipment removal cost. The vendor shall provide lead time for delivery and installation once a purchase order has been issued.

Awarded vendors shall be responsible for activating all manufacturer warranties. All warranty information will be forwarded to West York Area School District, Director of Student Nutrition Services.

Please see equipment description of required Voltage/Electrical supply. West York Area School District reserves the right to increase or decrease quantities as necessary.

Bid prices must be firm for one-year from date of award for bid to be considered.

Please include insurance certificates with your bid. Failure to do so may result in a non-award.

**Evaluation Factors:**

Awarding Best Value and Evaluation Criteria:

When deemed necessary, responses shall be evaluated by a committee designated by West York Area School District. The District will generally award contracts on the basis of best value. Award(s) will be made to the best responsive, responsible offer, price and other factors considered. In determining the best value for the District, the District is not restricted to considering price alone. In awarding a contract, a district shall consider:

1. Purchase price
2. The reputation of the vendor and of the vendor's goods or services
3. The quality of the vendor's goods or services
4. The extent to which the goods or services meet the district's needs
5. The vendor's past relationship with the district
6. The impact on the ability of the district to comply with laws relating to historically underutilized businesses
7. The total long-term cost to the district to acquire the goods or services.

Evaluations may include any other relevant factor specifically listed in the request for bids or proposals. Although all evaluation criteria listed above may be considered by the District, the District will decide which criteria will determine the successful bidder(s) to be considered for contract award.

## **ITEM #1- West York High School**

### **Cleveland Steamer GAS Model no 24cGA10.2**

CONVECTION STEAMER, GAS Cleveland Range Model No. 24CGA10.2 Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartments capacity, SureCook controls, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 144,000 BTU total 2 ea 1-year parts & labor warranty, standard 2 ea Extended warranty, not to exceed 24 months from date of installation

## **ITEM #2 West York High School**

### **Rational Combi Oven**

RATIONAL Model No. ICP 6-FULL ON 6-FULL E 208/240V 3 PH Two (2) (CC1ERRA.0000218) iCombi Pro® 6-Full Size Combi Ovens, double stack, electric, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 208/240v/60/3-ph, 22.4 kW each, CE, IPX5, UL, cULus, NSF, ENERGY STAR® 1 kt 60.74.725 Combi-Duo Stacking Kit for iCombi 6-full size (electric or gas) on iCombi 6- or 10-full size (electric only) 60.31.203 Stand I Stationary Oven Stand for Combi-Duo, 7-3/4"H, open sides, for iCombi 6-full size on 6-full size 1 ea NOTE: All discounts subject to approval by manufacturer 1 ea 2 years parts and labor, 5 years steam generator warranty 1 ea CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge 1 ea 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double.06 West York Area SD HS Rational w Hood 5.4.23 Initial: \_\_\_\_\_ Qty Description Sell Sell Total head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges) 1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates 1 ea 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) ea 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit) 1 ea 60.76.178 UltraVent® Plus Ventless Recirculating Condensation Hood, with HEPA filter for smoke capture, filters smoke, for single or Combi-Duo, for 6- and 10-full size (electric), 120v/50/60/1-ph, 170 watts, 6' cord, NEMA 5-15P 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel K-12 Promotion No charge 6 ea 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8" K-12 Promotion No charge 2 ea 9999.2100 Commissioning -one (1) electric iCombi - the operational function test when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip). THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET) 2 ea 8720.1563US Installation Kit, for electric iCombi/SCC/CMP 62 (208/60/3ph & 240/60/3ph); electric iCombi/SCC/CMP 202 (480/60/3ph)

**ITEM #3 Lincolnway Elementary**

**WALK IN Bally connected Refrigerated & Freezer Boxes**

14.5 ft x 10 ft Deep Freezer inside Measurements

14.5 ft x 9 ft Deep Refrigerator Inside Measurements

Replacement of refrigeration and Freezer units

New doors (2)

Required Detailed Measurements required by bidder.

Required New Refrigerator and Freezer Units to be installed by Bidder

Required Old Refrigerator and Freezer Units to be removed by Bidder

**ITEM #4 West York Middle School**

**Cleveland Steamer 24CGA10.2**

CONVECTION STEAMER, GAS Cleveland Range Model No. 24CGA10.2 Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartments capacity, SureCook controls, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 144,000 BTU total 2 ea 1-year parts & labor warranty, standard 2 ea Extended warranty, not to exceed 24 months from date of installation

**ITEM #5 Trimmer Elementary**

**Traulsen Pass Through Warmer Quantity (2)**

2 ea PASS-THRU HEATED CABINET Traulsen Model No. RHF132WP-FHS-HHS Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior and interior, standard depth cabinet, full-height door or doors with Santoprene® EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL, ENERGY STAR® 2 ea 208/115v/60/1-ph, 7.8 amps, standard 2 ea 3 year service/labor warranty, standard 2 ea Full height solid door, standard 4 ea HHS Half height solid door(s) in lieu of full height solid door, per door

**ITEM #6 Trimmer Elementary**

**Traulsen Pass Through Refrigerator Quantity (1)**

PASS-THRU REFRIGERATOR Traulsen Model No. RHT232WPUT-FHS-HHS Spec-Line Refrigerator, Pass-thru, two-section, self-contained refrigeration, StayClear™ Condenser, stainless steel exterior and interior, standard depth, wide full-height door or doors with Santoprene® EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, 5/8 HP, cULus, NSF 2 ea 115v/60/1-ph, 8.6 amps, with cord & NEMA 5-15P, standard

**ITEM #7 Trimmer Elementary**

**Beverage Air Model No. STF49HC-1-S School Milk Cooler Quantity (2)**

Beverage Air Model No. STF49HC-1-S School Milk Cooler, forced air, 49"W x 34"D x 47-3/4"H, 20.55 cu. ft., dual access, flat top carton capacities, (12) 13" x 13" x 11" or (8) 19" x 13" x 11 case capacities, self-latching doors/lids with safety bumpers, cylinder lock, exterior digital thermometer, epoxy coated steel wire floor racks, electronic control, auto defrost, stainless steel interior & exterior, floor drain, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA 2 ea 3 years parts & labor warranty (excludes maintenance items) 2 ea Self-Contained refrigeration 2 ea Additional 4 years compressor warranty (part only), standard 2 ea 115v/60/1-ph, 3.3 amps, cord with NEMA 5-15P 2 ea 5" Heavy duty casters, standard

## STANDARD TERMS AND CONDITIONS

### FACTS, STATISTICS, AND DEFINITIONS

1. West York Area School District (also referred to as "the district or "WYASD") currently has over 2900 students with campuses consisting of three elementary schools with grades K through grade five; one middle school with grades 6-8; and one high school with grades 9-12.
2. Throughout the standard terms and conditions, the district will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the district. This includes bids, sealed proposals, requests for proposals, requests for qualifications and formal quotes. The terms and conditions contained herein apply to all procurement methods the district may use.

### BID SUBMITTAL

1. Vendors must include the properly executed bid forms, attachments and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.
2. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In case of calculation errors, unit price shall govern.
3. It is understood that quantities, where listed, are to be considered estimated needs only. West York Area School District reserves the right to increase or decrease quantities ordered as needed.
4. Bids are to be sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date and time of opening. Failure to follow these instructions may result in rejection of bid.
5. **West York Area School District WILL NOT ACCEPT LATE OR FAXED BIDS. West York Area School District IS NOT RESPONSIBLE FOR BIDS DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE WY AS D ADMINISTRATION OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.**
6. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of West York Area School District.
7. West York Area School District reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.
8. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the WYASD Chief Financial Officer for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
9. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by USO that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**
10. Samples, if applicable or when requested, shall be furnished at no cost to West York Area School District. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.
11. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.
12. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. West York Area School District retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.
13. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

### DEVIATIONS FROM SPECIFICATIONS

1. All deviations from the general conditions and/or specifications must be listed on the Deviations Page of this bid document. Listing of deviations is an integral and required part of the official bid of each firm. Failure to list deviations as directed will hold the bidder strictly accountable to the District's specifications as written. WYASD shall be the sole interpreter as to the acceptance of any substitution. All substitution must be pre-approved by West York Area School District.

## AWARD OF CONTRACT(S)

2. West York Area School District reserves the right to award the Contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price. However, the district reserves the right to award single or multiple contracts; waive technicalities or not award any contracts as a result of this bid process. WYASD reserves the right to award in any manner deemed to be in the best interest of the district.
3. The specific criteria to be used for evaluation and award of this contract shall be outlined under the Special Terms and Conditions.
4. It is not the policy of the West York Area School District to purchase on the basis of low price alone.
5. Vendors submitting an "All or None", bid will not be considered for anything other than the entire award. Therefore, a vendor who specifies "All or None" and does not submit a bid for all items solicited will be deemed non-responsive.
6. Successful vendors will be notified by an award notification.
7. West York Area School District reserves the right to accept or reject any or all offers, to waive any formalities and to accept the offer(s) that is determined to be in the best interest of the District.
8. These conditions are applicable and form a part of any contract documents resulting from this bid process, including purchase orders. In case of conflict, the bid documents shall take precedence.
9. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to West York Area School District.
10. During the term of the contract, items that may not have been included on the initial bid may be included by mutual consent of the awarded vendor and the district.
11. Unless otherwise specified within these documents, West York Area School District appoints the Chief Financial Officer as contract administrator with designated responsibility to ensure compliance with contract requirements.
12. Prices and discounts are to remain firm for one (1) year from date of award, unless otherwise specified.
13. If this is a renewable contract, WYASD reserves the right to extend the prices, terms, and conditions of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions and renewals with Vendor(s), unless mutually amended in writing and duly authorized by both parties.
14. Successful Bidder agrees to defend, indemnify and hold harmless West York Area School District and all its officers, agents and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. Successful bidder shall pay any judgment with costs which may be obtained against West York Area School District for such damages.
15. The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the West York Area School District Chief Financial Officer. Payment can only be made to the vendor(s) awarded as a result of this bid.
16. Vendor agrees to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.
17. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.
18. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the required tasks.
19. Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.
20. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.
21. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to J ISO. Failure to adequately address all issues of concern may result in contract cancellation.

## DELIVERIES

1. Deliveries of in stock merchandise (when applicable) shall be made within four business days of receiving the purchase order. If delivery cannot be made within the required days, then notice must be given to WYASD with an expected delivery date.
2. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, West York Area School District reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless:
  - a. Prior approval is given for an extended delivery date by the department affected.
  - b. The purchase order states an extended date.
  - c. The merchandise ordered by WYASD is lost in shipment and WYASD is advised and agrees to accept a later delivery date.

- d. The vendor takes exception to the 30-day requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.
- e. All deliveries shall be shipped FOB to West York Area School District and shall include inside delivery in the bid price. WYASD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, West York Area School District shall have the right to designate what method of transportation shall be used to ship the goods.
- f. The title and risk of loss of the goods shall not pass to West York Area School District until WYASD actually receives and takes possession of the goods in good order at the point or points of delivery.
- g. All items shall be subject to inspection and rejection by WYASD for defects and/or noncompliance with the purchase order. If for any reason, any item that is rejected, proposing vendor will cover all shipping costs to and from WYASD, York, PA.
- h. Rejected items not picked up within one (1) week after notification will become a donation to West York Area School District for disposition.

#### **ORDERING**

1. All orders must be accompanied by a purchase order or purchase order number. Ordering shall be allowed by phone, fax, email, in person, or by mail as long as a purchase order number is provided.
2. West York Area School District is not liable for orders accepted without a valid purchase order. Payment will not be made for services rendered or goods provided without a valid district purchase order. Failure to observe this requirement may result in contract termination.

#### **PAYMENT**

1. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity.
2. Invoices should be mailed to West York Area School District, Attn: Business Office, 1891 Loucks Rd Suite 100, York, PA 17408. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.
3. Do not include Federal Excise, State or City Sales Tax. WYASD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.
4. WYASD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
5. WYASD agrees to notify the supplier of an error or contested invoice. WYASD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

#### **INTERPRETATION**

1. WYASD shall be sole interpreter of the terms, conditions, specifications, and performance requirements contained herein.

#### **WARRANTY AND RETURNS**

1. Warranty Conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. Equipment proposals received shall be for new equipment only. Equipment refers to all hardware, software, materials and incidentals, etc. Substitutions for new equipment must be clearly stated in writing. Warranty period will be deemed to commence upon delivery and acceptance of the goods or service by WYASD.
2. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services and that any goods will be adequately contained, packaged, marked and labeled.
3. West York Area School District reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense for exchange or credit at the district's option within thirty (30) working school days of receipt of such materials.
4. Merchandise received from a vendor shall be new, not used or shop worn.
5. All items must meet OSHA standards of compliance and be asbestos free.
6. All items which use electrical currents must be U.L. Listing approved.
7. West York Area School District will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

## TERMINATION OF AGREEMENT

1. This contract may be terminated by the WYASD for cause or convenience with a 30-day written notice. In the event of cancellation, the district will not be held responsible for loss of business or any termination expenses incurred by the bidder.
2. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by WYASD, in whole or in part, without penalty, pecuniary risk or further liability to WYASD.
3. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

## PENALTIES FOR NON-PERFORMANCE

1. If the vendor or its subcontractors fail to fulfill or abide by the terms, conditions, or specifications of the contract (including price), West York Area School District's remedies include but are not limited to:
  - a. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or Deduct charges from existing invoice totals due at the time, or
  - b. Cancel the contract within (30) days written notification, or
  - c. Award to the next lowest responsible vendor, if acceptable to WYASD.

## NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR, EMPLOYEES, AND SUBCONTRACTOR

1. The attached criminal history form must be completed and returned as a part of this bid, if applicable.
2. All Vendor employees who will have direct contact with students shall supply information required by PA School Code. Under no circumstances shall Vendor be allowed to use employees, agents or subcontractors on district property who have been convicted of a felony or a crime involving sexual misconduct. Vendor shall require all employees, agents and subcontractors to comply with district access policies, designated parking policies and other requirements necessary to comply with School Code.
3. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on West York Area School District property anytime.

## UNIFORM COMMERCIAL CODE

1. If applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of PA effective and in force on the date of this agreement.

## ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

1. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.
2. Both parties agree that a good faith *effort* will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.
3. This agreement will be governed and construed according to the laws of the State of PA. Both parties agree that the venue for any litigation arising from this contract shall lie in York County, PA.
4. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
5. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
6. Successful bidders agree to protect WYASD from claims involving infringement of patent or copyright.
7. Any required notice provided to successful bidder by West York Area School District shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.
1. ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY West York Area School District. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT. Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND included in any final agreement executed between Vendor and the duly authorized representative of J ISO. In the event a separate agreement is not executed by USO and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any J ISO Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

**FORM A: VENDOR PROFILE**

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

**Contact Information:**

***Regarding Bid Process/Contract Renewals:***

- 1. Contact Name: \_\_\_\_\_
- 2. Phone: \_\_\_\_\_
- 3. Fax: \_\_\_\_\_
- 4. Address: \_\_\_\_\_
- 5. Email Address: \_\_\_\_\_

**To Place Orders:**

- 1. Phone: \_\_\_\_\_
- 2. Fax: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Email Address: \_\_\_\_\_
- 5. Website: \_\_\_\_\_

**Payment Address:**

\_\_\_\_\_

**References:**

Please list three (3) PA school districts of comparable size to WYASD which you have served in the past three years.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Company Information:**

Please indicate if this response is for multiple locations or divisions within your company and list applicable information: \_\_\_\_\_

\_\_\_\_\_

How many consecutive years has your company been in business? \_\_\_\_\_

West York Area School District wishes to encourage the participation of minority and female owned businesses.

- Is your company a minority/female owned business? Yes \_\_\_\_\_ No \_\_\_\_\_

**FORM B: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,  
ANTI-LOBBYING**

**By submission of this response, the undersigned certifies that:**

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure, a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Lufkin Independent School District except as noted below;
4. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid or proposal;
5. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion concerning this bid or proposal;
6. The bidder or proposer has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, improper influence, collusion, or the like, and that the bidder or proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Lufkin Independent School District in return for the person's having exercised official discretion, power, or duty with respect for this bid or proposal;
7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Lufkin Independent School District in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its' behalf.

Signature of Authorized Official: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FORM C: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

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Signature

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Printed Name & Title

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Company Name

## FORM D: BID FORM

I have received the **Standard and Special Terms and Conditions, Specifications, and Forms** for the furnishing of goods and/or services as prepared by West York Area School District. I have examined and understand all aspects of these documents and submit the following bid. I have not deviated from the terms, conditions or specifications set forth by West York Area School District unless specified in written form.

**I agree:**

1. To hold my bid open for **90 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between West York Area School District and my company, if awarded any or all of the bid;
3. That orders will be delivered to the building within five business days after receipt of order by email or by mail and shall include inside delivery;
4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;
5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

The seller shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, bid number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: West York Area School District, Attn.: Business Office, 1891 Loucks Rd. Suite 100, York, PA 17408. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Business Office advised of any changes in your remittance addresses.

**Do not include Federal Excise, State or City Sales Tax. West York Area School District shall furnish a tax exemption certificate, if required.**

West York Area School District agrees to pay the supplier not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

West York Area School District agrees to notify the supplier of an error or contested invoice. West York Area School District and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

6. Property damage caused to WYASD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

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CERTIFICATION OF NON-COLLUSION STATEMENT

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Vendor certifies under penalty of perjury that its responses to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, insert the initials of Authorized Representative of vendor.)

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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer Vendor Certification Forms.**

Vendor's Name/Company Name:

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Address, City, State, and Zip Code:

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Phone Number: .....

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

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Email Address:

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Signature of Authorized Representative:

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Date: \_\_\_\_\_

