

# WEST MIFFLIN AREA SCHOOL DISTRICT

81 Commonwealth Ave • West Mifflin, PA 15122  
412-466-9134 • 412-466-9261 Fax

## INVITATION FOR BIDS COMMERCIAL 40 GALLON KETTLES

The West Mifflin Area School District is seeking sealed proposals for two commercial kettles. The West Mifflin Area School District (the “school district”) hereby invites qualified companies (the “bidder”) to submit proposals for the services per the specifications described herein.

**Title:** COMMERCIAL KETTLES  
**Due Date/Time:** March 26, 2025; 3:00 p.m.  
**Bid Opening Date:** March 27, 2025; 10:00 a.m.

### I. INTRODUCTION

A Pennsylvania Local Education Agency, the West Mifflin Area School District [www.wmasd.org](http://www.wmasd.org) operates as a Third-Class school district under the Public-School Code of 1949 as amended and supplemented. The Commonwealth of Pennsylvania provides the school district with the power to levy and collect taxes, determine fees, approve budgets, and issue debt. General oversight is provided by the Pennsylvania Department of Education.

The West Mifflin Area School District is comprised of two Allegheny County (PA) municipalities, the boroughs of West Mifflin and Whitaker. Total area of the district is 14.61 square miles; West Mifflin at 14.35 and Whitaker at .26 square miles respectively. Total population of the communities, according to the 2010 census is 21,584. Pupil Population is approximately 2,350 Pre-Kindergarten through the Twelfth Grade.

Currently operating under the K-3 Elementary, 4-8 Middle School, and 9-12 High School Model, students attend two Elementary Schools, one Middle School, and one High School. Elementary Schools include Homeville and Clara Barton Schools. There are 182 days of planned instruction during the school year.

The West Mifflin Area School District (the “District”) hereby invites qualified companies to submit proposals for the services per the specifications described herein.

### II. GENERAL INFORMATION

- A. Examination of Document:** Each bidder shall carefully examine all of the attached forms, instructions, general conditions, and specifications, as he/she will be held responsible to fully comply therewith.
- B. Form of Proposal:** Each bidder shall submit proposals on the form Bid Proposal that is found under Appendix A. No proposal will be considered which is submitted otherwise on the form Bid Proposal. Form shall be completely filled in and all amounts must be based on these specifications; the Bid Proposal will become a part of the district’s contract with the successful bidder. No proposal will be considered which is not properly made out and signed in writing by the bidder, or an authorized agent of the bidder.

If the bidder is a corporation, the proposal shall be signed in writing by a properly authorized officer of the corporation. In addition, the Bidder must submit the Non-Collusion Affidavit, completed in its entirety and notarized. The Non-Collusion Affidavit can be found in Appendix B.

- C. **Sealed Bid:** Documents shall be enclosed in a sealed envelope and shall be labeled with the words “BID ENCLOSED – Commercial Kettles.”
- D. **Delivery of Bid Proposal:** Bid proposals shall be delivered to the Administration Office of the West Mifflin Area School District, 81 Commonwealth Avenue, West Mifflin, Pennsylvania 15122, on or before 3:00 p.m. on Wednesday, March 26, 2025. If the bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the Quotation “Bid Enclosed” on the face thereof. It will be the Bidder’s entire responsibility to transmit their bid so that it will reach the school district before closing time stated in the instructions of this document. No bids will be accepted by the school district after the time stated.
- E. **Taxes & Fees:** All taxes (sales, consumer, use, and other similar taxes), fees, charges, etc., legally or properly collectible because of the work, shall be included in the proposal.
- F. **Award of Contracts:** Opening of the bids will take place on Thursday, March 27, 2025, at 10:00 a.m. at 81 Commonwealth Avenue, West Mifflin, PA 15122. Award of the contract will be made at the option of the School District at the earliest practicable date and the successful bidder notified by way of a formal purchase order issued by the School District specifically listing the equipment. Additionally, the School District reserves the right to reject any and all quotes and to waive any informality in quoting.
- G. **Completion of Service:** It is understood that all work is to be completed within a mutually agreed timeframe agreed upon by both parties but no later than July 31, 2025.

### III. GENERAL CONDITIONS

- A. **Duty to Perform:** The successful bidder, herein known as “the contractor” shall provide delivery, dispose/remove, and installation of the commercial kettles. For additional details, please see the page titled Specifications.
- B. **Safety:** The contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. Including all subcontractor employees will submit clearances to the Facility Director's office.
- C. **Indemnification:** Contractor has the entire responsibility for any and all injury to persons and damage to property, and for any and all penalties, fines, and other damages imposed by governmental authorities, arising out of the performance of the work under the contract. Contractor expressly agrees to indemnify, defend, and hold the School District, its directors, officers, employees, and representatives, free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damage (including attorneys’ fees, court costs, penalties, fines and impositions) resulting from, arising out of or in any way related to contractor’s operations and/or performance under or pursuant to the contract.
- D. **Insurance:** The Contractor will provide and keep in full force and effect during the term of this agreement, at the Contractor’s own cost and expense, the following insurance policies for the joint benefit of the Contractor and the school district, with an insurer reasonably acceptable to the school district:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least One Million Dollars (\$1,000,000.00).
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of One Million Dollars (\$1,000,000) and an occurrence limit of Two Million Dollars (\$1,000,000).
5. Umbrella coverage of at least One Million Dollars (\$1,000,000.00)

The Contractor will deliver to the school district offices at 81 Commonwealth Avenue, West Mifflin, PA 15122 Attn: Business Office, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the school district as an additional insured and will state that the Contractor's policy shall be primary and that any insurance carried by the school district shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the school district in the event of cancellation or reduction in coverage or amount. If the Contractor fails to secure and maintain insurance policies complying with the provisions of this agreement, the school district may purchase the appropriate insurance policies and the Contractor will pay upon demand the cost of it to the school district or the school district may terminate this agreement. Additionally, if the Contractor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Contractor will immediately notify the school district if the Contractor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the Commonwealth of Pennsylvania. If the Contractor's commercial general liability insurance contains such restrictive endorsements, the Contractor shall have five (5) business days to remove said restrictions. If the Contractor is unable to do so, the school district may terminate this agreement, and will be required to give the Contractor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

- E. Payments:** The contract sum is stated in the contract agreement and is the total amount payable in monthly payments by the school district to the contractor for the performance of this work after receipt of an invoice and after the work is performed.
- F. Compliance with Law:** The contractor warrants that it is and will remain, and that it will discharge its obligations under this contract, in full compliance with all applicable State and Federal Laws and Regulations pertaining to the services provided, in any and all respects, including but not limited to reporting requirements under Act 101 of 1988.

#### **IV. SCOPE OF WORK**

- A. Sites & Requirements:** Under this contract, the contractor shall supply commercial kettles associated with the scope of work.

**West Mifflin Area High School  
81 Commonwealth Avenue  
West Mifflin, Pennsylvania 15122**

## V. FEDERAL GRANT TERMS AND CONDITIONS

- A. Simplified Acquisition Threshold Contract Breach:** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

Pursuant to Federal Rule, when WMASD expends federal funds, WMASD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. WMASD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if WMASD believes, in its sole discretion that it is in the best interest of WMASD to do so. Vendor will be compensated for work performed and accepted and goods accepted by WMASD as of the termination date if the contract is terminated for convenience of WMASD. Any award under this procurement process is not exclusive and WMASD reserves the interest.

- C. Equal Employment Opportunity:** 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.”

Pursuant to Federal Rule, when WMASD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- D. Davis Bacon Act:** amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity

must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule, when WMASD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

- E. Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule, when WMASD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by WMASD resulting from this procurement process.

- F. Rights to Inventions Made Under a Contract or Agreement:** If the 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 of 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.

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

**G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

**H. Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

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

**I. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The Applicant shall 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 the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

**BID PROPOSAL**

Date \_\_\_\_\_

**West Mifflin Area School District  
81 Commonwealth Avenue  
West Mifflin, PA 15122  
Attention: Edward Wehrer, Director of Finance and Operations**

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

This contractor has carefully examined all contract document specifications and has thoroughly examined the school sites and certifies that he/she is fully capable of providing auditorium lighting upgrades as per specifications. If the bid is accepted, the contractor agrees to provide certificates of insurance as requested in III. General Information, Section D.

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

**IDENTIFICATION OF CONTRACTOR**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Pennsylvania Corporation

\_\_\_ Foreign Corporation

**Bid Due: Wednesday, March 26, 2025 – 3:00 p.m.**

**Bids shall be submitted in a sealed envelope clearly marked on the outside with the words “**BID ENCLOSED – COMMERCIAL KETTLES.**” Proposals may be mailed or delivered to the West Mifflin Area School District, c/o Edward Wehrer, 81 Commonwealth Avenue, West Mifflin, Pennsylvania 15122. Questions concerning the bid proposal or specifications should be referred to Randy Porter, West Mifflin Area School District, at (412) 466-9131, extension 3017.**

**The School District reserves the right to accept or reject any or all bids, or any portion thereof, and to award a contract that is in the best interest of the School District.**



NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of  
(Title)

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(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 or potential contractor.
- (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 contractor or potential contractor, and they will not be disclosed before the 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 non-competitive 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 non-competitive bid.
- (5) \_\_\_\_\_ it's  
(Name of Firm)

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.

I state that \_\_\_\_\_  
(Name of My Firm)

understands and acknowledges that the above representations are material and important and will be relied on by West Mifflin Area School District 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 the West Mifflin Area School District of the true facts relating to the submission of bids for this contract.

(Signed) \_\_\_\_\_  
(Name)

(Typed) \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company Position)

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY**

**OF \_\_\_\_\_ 2025.**

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

**SEAL OR STAMP OF NOTARY PUBLIC:**

**Specification**  
**Commercial 40 Gallon Steam Kettle**

- Quantity - 2
- 40-gallon capacity with manual tilt
- 2/3 steam jacket design
- Unit shall include: electric controls, low water cut-off, pressure gauge, air vent, safety relief valve, water level sight gauge, automatic cold water steam condenser system, automatic cold water boiler fill and electric solenoid valves for steam, drain and water
- Hinged spring assist cover, 316 stainless steel liner
- Closed base skillet
- Stainless steel construction
- 24 kW/60/3-ph, 66.6 amps
- Control circuit: 115v/60/1-ph, 40.0 watts, 1.0 amp
- Water treatment system
- Cooking temperature shall be controlled with a steam control valve
- Hot and cold water fill faucet with a swing spout
- 2" sanitary draw-off valve enclosed for sanitary purposes
- Valve will empty into a swing drain which shall be removable and equipped with a removable stainless steel strainer
- Unit shall include a one-piece counter-balanced stainless steel cover
- Base shall have 6" stainless steel legs with hold-down 4 flanged feet
- Steam trap located on the bottom of the kettle
- Pan support shall maintain pan in horizontal position not more than 2" from kettle lip throughout tilting angle
- 20 gallon of water to a boil, with cover down, in approximately 35 minutes
- Boiler shall be ASSE approved, check valve/backflow preventer to the boiler feed
- Steam boiler shall be ASME constructed and National Board Registered
- 2-year limited parts and labor warranty
- Extended second year warranty, for Schools and Universities only