



Request for Proposals (RFP)

FENCING

Submissions due on 1:00 PM on May 16, 2024

Introduction:

The Palisades Area School District (“District”) is soliciting proposals for Fencing as more fully described in “The Scope of Work” section of this request for proposal (“RFP”).

Timeline and other requirements for submission of proposal in response to the RFP:

- A Pre-Bid meeting is scheduled on Thursday, May 9, at 1:00 p.m. in the parking lot behind Palisades High School: 35 Church Hill Rd, Kintnersville PA 18930.
- All written questions about the RFP should be electronically sent to the following:

Director of Facilities, acrouthamel@palisadesd.org

Each applicant submitting a proposal in response to this RFP must deliver a sealed hard copy marked “Fencing” to:

Palisades School District
Attn: Facilities
35 Church Hill Rd
Kintnersville PA 18930

No later than 1:00 PM Thursday, May 16, 2024, at which time bids will be publicly opened.. Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration. **Proposals received after 1:00 PM, Thursday, May 16, 2024 will not be considered.** The Palisades School District is not liable for any costs in submitting proposals.

Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of the proposal will remain confidential during the negotiation process.

GENERAL CONDITIONS

1. If any bidder finds discrepancies in these specifications or is in doubt to the meaning of any part thereof, those concerns and/or questions should be forwarded to Lorie Olexson by email: lalexson@palisadesd.org. If it is deemed necessary, additional instructions in the form of addendums will be issued. Only these written changes will be binding. Oral or other changes, interpretations, or clarifications will be without legal effect.
2. All proposals shall be submitted on the proposal form supplied by Palisades School District.

3. Bids must be typewritten or legibly written in ink and must be signed by the bidder on the enclosed form. Changes, alterations, omissions, additions, deductions not called for, conditional or uninvited alternative proposals or interlineations to any of the bid documents are not permitted and such changes may disqualify a bid from consideration. UNSIGNED DOCUMENTS WILL NOT BE CONSIDERED.
4. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk.

Opening Proposals: All proposals will be opened at the exact hour and date specified in the deadline.. Confidential information contained in proposals shall not generally be open for public inspection, but PSD's records are subject to the Pennsylvania Office of Open Records Right to Know Law requirements.

Reservation of Rights: The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District and the right to waive any and all minor irregularities in the proposal(s). The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

A. Sales Tax Exoneration

The school district is exempt from all state sales tax and federal excise tax, and these taxes should not be included in quotes.

B. Quality of Material

All material furnished shall be new, and of the best quality of their respective kinds. The Bidder must supply descriptive literature and supply samples (if requested) for any and all alternate item(s) bids.

- The various materials and products specified in the specifications that references commercial types, styles, trade names and catalogs are given to establish a standard of quality and of cost for proposal purposes. It is not the intent to limit the responder, the proposal or the evaluation of the proposal to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or equivalent" of the quality necessary to meet the specifications." A proposal containing an alternative which does not meet the specifications may be declared nonresponsive.

C. Prevailing Wage

This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification. Project# 24-03832

D. Evaluation Criteria and Process:

The Applicant's Proposal will be reviewed initially by the District's Selection Review Committee to determine responsiveness to the RFP. Non-responsive submissions may be rejected without evaluation.

The Review Committee will screen all proposals and thereafter, in their discretion, may select one or more Applicant(s) for an interview. The Applicant(s) selected for an interview must be available for interview at the District's request.

The Proposals will be evaluated by a committee (the Selection Review Committee). The evaluation will be based upon the information provided by the Applicant in its Proposal that addresses the provisions of this RFP, the interview (if one is conducted), references, and any necessary verification of information submitted in the Proposal or at the interview (if one is conducted).

E. Basis of Award:

The District will award a Contract for Services to the Applicant whose Proposal is determined to be the most advantageous to the District based on the provisions of this RFP. All factors including price will be considered. Upon receipt of the Proposals the District will negotiate with one or more Applicants the final scope, terms and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract shall constitute the Contract between the District and the Applicant.

F. Guarantee

The successful Bidder agrees that they will not assign, transfer or sublet the bid, unless specific permission to do so is granted in writing by the District.

G. Definitions

1. Bidder – A person or group of persons who submits a bid.
2. Palisades School District/Palisades School Board – School District or District or School Board or Board.
3. Proposal – The response by the Applicant to the RFP.
4. Components of Proposal- proposal requirements and documentation. Bidding requirements include invitation to bid, bid security, Non-Collusion affidavit, references, and Federal clauses.

H. Components of Proposal

The Proposal submitted shall address the following:

References

Vendors must submit a minimum of three current or past projects similar in scope and complexity to that described in this RFP that the vendor has performed in the past three years.

Include:

Organization Name
Contact Person Name and Title
Contact Phone Number
Contact Address
Brief Description of Contract

Non-Collusion Affidavit

More than one proposal for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's proposal using the form set forth herein.

Bid Security

A proposal shall be rejected unless accompanied by a Bid Security in an amount not less than 10% of the total proposal. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner, naming as obligee, Palisades School District. Bidders are responsible for the cost of the security.

- A. The Owner may declare the Bid Security forfeited to the Owner if, following the issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to accept the contract as bid and deliver the items and/or services required.

Any proposal which is not accompanied by a security deposit shall be rejected by the Palisades School District.

- A. Scope of Work - See Exhibit "A"**
- B. Cost of Proposal: See Exhibit "B"**
- C. Bid form: See Exhibit "C"**
- D. Federal Clauses: See EDGAR Addendum**

I. Lowest Responsive and Responsible Bidder

The Contract will be awarded to the “lowest responsive and responsible Bidder”. In awarding Contracts, the Owner shall have sole discretion in determining lowest responsive and responsible Bidder and shall have the right to take into consideration the following factors, in addition to price:

- 1) The character, integrity, reputation and judgment of the Bidder.
- 2) The previous and existing compliance of the Bidder with the requirements of similar installations.
- 3) The ability, capacity, experience and skill of the Bidder to perform the contract.

II. EXECUTION OF CONTRACTS AND BONDS

A. The Owner will notify the lowest responsive and responsible Bidder of the Owner’s intent to accept his proposal and to make a formal award of contract to him by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish (1) Certificates of Insurance as required pursuant to Article 11 of the General Conditions of the Contract or Construction; and (3) the signed Agreement. The Insurance Certificates and Agreement shall be submitted to the Business office within the required time period.

B. Failure of the Bidder, to whom Notice of Intent to Award has been given, to deliver appropriate Certificates of Insurance and other required documents, or execute the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of his Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request of Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated,

until twenty (20) business days after the submission to the Owner of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

IV. Insurance and Indemnification

1. Insurance

All companies doing business with Palisades School District are required to furnish satisfactory proof of insurance.

The Certificate's policy date must be current and must indicate the following:

Minimum Limits of Liability

General Liability/Professional Liability

- \$2,000,000 Products/Completed Operations
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Policy shall be written on an Occurrence form. Policy shall include coverage for: Employees, Volunteers, and Independent Contractors; Premises, Operations and mobile equipment liability; Contractual Liability insuring the obligations assumed by the sub-contractor or vendor in this subcontract; Completed Operations and Products Liability; Broad form Property Damage Liability, including completed operations; Liability that the Subcontractor may incur as a result of the operations, acts, or omissions of its subcontractors, suppliers, agents or employe

The Certificate must show Palisades School District as an additional insured on the General Liability policy. A copy of the policy endorsement showing additional insured status and any other special policy provisions which may exclude or limit our insured position must be attached to the Certificate.

Auto Liability including Owned, Non-owned and Hired Automobiles

- \$1,000,000 Each Accident

Workers Compensation

- Statutory by Law

Employers Liability Coverage (Part 2 on your Worker's Compensation Policy)

- \$100,000 Each Accident
- \$100,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

The Certificate must show all umbrella/excess coverages. (\$5,000,000 suggested Minimum.) Coverage must be primary and noncontributory to any insurance coverage Palisades School District certificate of insurance must contain a provision whereby no modification, non-renewal,

termination, or cancellation of such insurance shall become effective except upon at least thirty (30) days' prior written notice to the Palisades School District.

The original certificate shall be submitted to the person and address listed below:

Palisades School District
Lorie Olexson,
Business
Administrator
39 Thomas
Free Dr
Kintnersville PA 18930

2. Indemnification

The Applicant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts or omissions of the Applicant and its employees and other agents.

The District shall indemnify, defend and hold harmless the Applicant and other officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts of the District, its agents or its employees, but only to the extent that the District shall be statutorily responsible for such claims, damages and expenses.

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

3. Compliance with Laws

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation

4. Miscellaneous

Independent Contractor Status

Each Consultant shall at all times remain an employee of the Applicant and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that each party shall at all times be acting as an independent contractor and that Applicant and its employees shall not be, for any purposes, employees, agents or joint ventures with the District. Nothing contained in this Agreement shall create a partnership or joint venture between the District and the Applicant for the Services provided.

Governing Law

The Contract shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the Court of Common Pleas of Bucks County.

Entire Agreement and Amendment: The Contract shall (including all Exhibits attached thereto) constitute the entire agreement between the parties and shall supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

Licenses and Permits

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S.. §§ 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/herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

- 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid**

NON-COLLUSION AFFIDAVIT

Bid Name _____
State of _____
County of _____
Name _____
Title _____
Name of firm _____

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the 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 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 an intentionally high or noncompetitive bid or other form of complementary bid.

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

5. _____ its affiliates,
(Name of Firm)

subsidiaries, Officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands
and (Name of Firm)

acknowledges that the Above representations are material and important, and will be relied on by the **Palisades School District** when recommending for award the items 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 **Palisades School District** of the true facts relating to the submission of bids for this contract.

Print name of authorized person & company position

Signature of Authorized Person

Sworn to and subscribed before me This _____ day of _____, 20 .

Notary Public My commission expires _____

EXHIBIT "A"
Scope of Work

1. Location: HS Stadium Fence
1 ¼ x 9 gauge

-Remove and dispose of existing chain link fence / gates
-Furnish and install approximately 816' of 8' high black 1 ¼" x 9 gauge vinyl coated chain link fence. All framework to be black as follows: 1 5/8" SS20 top / brace/ bottom rail, 2 ½" SS20 line posts, 2 ½" SS15 line posts to be sleeved over approximately 55' +/- existing structurally sound line posts, 3" SS40 single gate/terminal posts and 4" SS40 double gate posts. All new posts to be set in concrete footers. Includes (1) 3' wide x 1 5/8" framed single gate, (2) 4' wide x 1 5/8" framed single gates, (1) 10' wide x 2" framed double drive gate, (1) 15' wide x 2" framed double drive gate, (1) 16' wide x 2" framed double drive gate and (1) 18' wide x 2" framed double drive gate. All gates outfitted with industrial offset hinges and pad lockable fulcrum latches. Double drive gates to have industrial drop rods.

2. Location: High School Maintenance Area

-Furnish and install approximately 182' of 6' high galvanized 2" x 9 gauge chain link fence. All framework to be galvanized as follows: 1 5/8" SS20 top rail, 2 ½" SS20 line posts, 3" SS20 double gate / barrier gate / terminal posts, 4" SS40 swing / slide gate posts and 7 gauge bottom tension wire. Include (1) 10' wide x 1 5/8" framed double drive gate, (1) 10' wide x 1 5/8" framed single barrier gate, (1) 12' wide x 2" framed single swing gate and (1) 24' opening steel cantilever gate. All gates, with the exception of the cantilever gate, to be outfitted with industrial offset hinges and pad lockable fulcrum latches. Double gate to include industrial drop rod. Cantilever slide gate to be outfitted with 4" nylon roller, protective covers and industrial cantilever latch. All posts to be set in concrete footers.

Gate Controller

- Furnish and install (1) Hysecurity Slide Smart DC15 Operator
- Furnish and install (1) post mount kit

Safety Device

- Furnish and install safety devices to meet UL325 requirements. Safety devices consist of (1) set of thru beam photo eyes and (1) stationary safety edge.
- Furnish and install (2) obstruction sawcut loop with loop detector
- Furnish and install all safeties / photo eyes / edges

EXHIBIT "B"

COST OF PROPOSAL

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the proposal and specifications and documents; and further acknowledges that he/she understands and is able to render the scope of work as outlined in this proposal.

Name of Company: _____ Date: _____

Total Cost of the Proposal _____
(Removal, disposal, purchase, installation, all parts, labor, shipping).

Agent's Signature _____ Position _____

Date _____

**“EXHIBIT C”
BID FORM
(Individual Principal)**

WITNESS: _____(SEAL)
Signature of Individual trading and DBA

+++++(Partnership
Principal)

WITNESS:

_____ By: _____(seal)
Partner

_____ By: _____(seal)
Partner

_____ By: _____(seal)
Partner

_____ By: _____(seal)
Partner

+++++(Corporation
Principal)

Name of Corporation

Attest:

By: _____(Vice) President _____(Secretary)

(Corporate Seal)

+++++

_____ Title _____
Contact Name

Address

Phone _____ Email _____

**ALL CLAUSES MUST BE INITIALED TO BE CONSIDER A VALID PROPOSAL.
ANY MISSING INITIALS WILL DISQUALIFY THE PROPOSAL**

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

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

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

(A) Applicant Violation or Breach of Contract terms

Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the District. The District reserves the right to reject any services reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the District for any difference that may remain. If the District prefers to accept services which are not in accordance with the requirements of the contract documents, the District may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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

(B) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when PSD expends federal funds, PSD 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.

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

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

Pursuant to Federal Rule (B) above, when PSD expends federal funds, PSD 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 a purchase order; (2) make any payments

owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PSD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if PSD believes, in its sole discretion, that it is in the best interest of PSD to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s). Any award under this procurement process is not exclusive and PSD reserves the right to purchase goods and services from other vendors when it is in PSD's best interest.

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

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

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

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

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 PSD, Vendor certifies that during the term of an award for all contracts by PSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

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

(G) 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)** a federally assisted construction contract.

If the District has determined that the Contract is a federally assisted construction contract,

Does the Vendor Agree to the terms? YES _____ Initials of Authorized Representative of Vendor

(H) Davis-Bacon Act: As 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 (D) above, when PSD 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.

Does vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(I) 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] applicable to the Contract.

If the District has determined that these requirements are applicable,

Does the vendor Agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, PSD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor Agree? YES _____ Initials of Authorized Representative of Vendor

(K) 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 any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

(H) Domestic Preferences

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

(L) General Compliance and Cooperation with District

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor