

BID PROPOSAL REQUEST #2023-01

The Indiana County Technology Center (ICTC), located at 441 Hamill Road, Indiana, PA 15701, is requesting bids for **FENCE REPLACEMENT**. Equivalent bids will be accepted for review. Proposals are subject to all the terms of the Contract Documents, as defined in the "Instructions to Bidders", "Quotation Instructions", "Conditions of Bid", "Form of Proposal", "Non Collusion Affidavit", and "Appendix A", where applicable.

Only those proposals received by the ICTC prior to the date and time stated below shall be considered. The ICTC JOC, as awarding authority, reserves the right to reject any or all bids or any part of any bid that indicates technical defect, or not meeting specifications, if in its judgment the best interest of the school will be served, as well as to award partial bids. ICTC reserves the right to consider, in addition to price, the compatibility, quality, experience of the Bidder, sufficiency of resources of the Bidder as relates to the offering as well as the ability of the Bidder to provide future service. ICTC also reserves the right to reject any services reasonably determined by the ICTC as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. The decision of the ICTC JOC shall be final.

Bids shall be received no later than Friday, March 10, 2023 at 3:00 p.m. EST at the office of the Business Manager, Indiana County Technology Center. All bids must be submitted in a sealed envelope marked **SEALED BID-FENCE REPLACEMENT-DO NOT OPEN**. Once awards for bids have been made, a bidder agrees to hold that bid price for 90 days.

FORM OF PROPOSAL

By completing this bid proposal and signing below, the undersigned bidder, herewith acknowledges understanding and acceptance of the above, and proposes and agrees to furnish the Indiana County Technology Center any one or all of the items that the bidder has included in the sealed bid at the net price set opposite each item on the attached sheets. The bidder further certifies to have read all of the contract documents and specifications, and offers to furnish the items specified to the ICTC in exact accordance with these specifications and conditions at the prices stated on the attached forms. The bidder agrees to enter into a written contract to furnish such item(s) as may be awarded, and to furnish such security as the specifications require.

Company Name: _____

Contact/Signer Name/Title: _____

Address: _____

Telephone: _____

Signature: _____ Date: _____

Grand Total of all items Bid in this proposal: \$ _____

Please retain one copy of all specifications and send one copy as your bid to:

Indiana County Technology Center
441 Hamill Road, Indiana, PA 15701
Phone: 724.349.6700 Fax: 855.428.2338

Invitation for Bids

The Indiana County Technology Center (ICTC), located at 441 Hamill Road, Indiana, PA 15701, is requesting bids for **FENCE REPLACEMENT**.

Full instructions to bidders, general conditions, specifications, form of proposal and all contract documents required may be obtained at the Indiana County Technology Center, upon request.

Bids must be received at the Indiana County Technology Center no later than 3:00 p.m. EST on Friday, March 10, 2023.

All bids must be sealed and marked: **“SEALED BID-FENCE REPLACEMENT-DO NOT OPEN”**

INSTRUCTIONS TO BIDDERS

1. Sealed bids are being accepted by the Indiana County Technology Center for Replacement of existing Chain Link Fencing until 3:00 p.m. prevailing time, Friday, March 10, 2023, at 441 Hamill Road, Indiana, PA 15701. Sealed bids will be publicly opened and read on Monday, March 13, 2023 at 11:00am at the ICTC, and will be available for public review at that time. The bids will be tabulated and presented to the ICTC Joint Operating Committee (JOC) at the regular meeting on Tuesday, March 28, 2023 at 12:00 p.m. prevailing time for award to the successful bidder(s).
2. All bids shall be submitted in a sealed envelope marked **“SEALED BID-FENCE REPLACEMENT-DO NOT OPEN”**
3. Bids must be typewritten or written in ink and must be signed in ink by bidder on the enclosed forms. Unsigned bids will not be considered.
4. Changes, alterations or interlineations in the bid will not be permitted.
5. Bids shall show both the unit and total prices. Should figures be irreconcilable, the unit price and the number of units shall govern any awards made on this basis.
6. The school is exempt from all federal, state and local taxes; therefore, the bid price shall be net of any taxes.
7. All vendors must conform to the requirements of the Pennsylvania Worker and Community Right-To-Know Act (Act 159 of 1984) and Title 49 of the Code of Federal Regulations, all pertaining to hazardous materials.
8. For any construction related contract exceeding \$25,000, the contractor shall, upon request, provide a performance bond and a labor and materials payment bond, each in the amount of 100% of the contract price (Section 756 and 757 of the school code and the Public Works Contractors Bond Law of 1967).
9. Insurance certificates for Liability and Workers Compensation coverage must be provided, if requested.
10. Indiana County Technology Center reserves the right to reject any or all bids, or any portion, thereof.
11. All orders will be on purchase orders with specific instructions for billing and delivery. Multiple purchase order may be submitted against the bid.
1. All questions with respect to bids must be submitted in writing by mail, fax or email to:

Indiana County Technology Center
Attn: Rachel Hrabovsky
441 Hamill Road
Indiana, PA 15701
Phone: 724.349.9700 x126
Fax: 855.428.2338
Email: rhrabovsky@ictc.edu

BID CONTENT AND QUOTATION INSTRUCTIONS

Each Bidder is to submit a comprehensive Bid Packet containing the following items. Consider this a “checklist” for a complete submission:

1.0 Submission Letter

The bidder is to submit a letter of submission with their bid packet. This letter is to be in standard business form and be signed by an authorized individual. It must include all items listed below.

1. A statement that the bidder will NOT subcontract any portion of the work that is to be performed.
2. A statement that the bidder understands all requirements/specifications set forth in the request for bid and that bidders proposed product/system/service meets these requirements/specifications except where noted in the exception summary.

2.0 Bid Forms

Bidder is to use Bid Forms that have been attached. Please type required information in the spaces provided. Bid Forms that should be included are:

1. Form of Proposal
2. Price Quotation with Exception Summary (See 3.0)
3. Pre-Cut Add/Delete Schedule
4. Non Collusion Affidavit
5. Appendix A Acknowledgement - Provisions for Purchases under Federal Awards

3.0 Exception Summary

The bidder shall list ALL exceptions from the mandated requirements/specifications in the request for bid. Please properly identify exception (page, section). ICTC assumes that all criteria and conditions not specifically stated in the exception summary are in compliance with the request for bid specifications and are included in the Total Bid Price.

4.0 Manufacturer’s Literature

Please include manufacturers’ literature that is pertinent to bidders proposed solution (system/product specs, warranty info, etc.)

5.0 Bidders standard business forms/information

Required items include the bidders list of supplies/equipment with company-specific product number, description and specifications, sales contract, warranty statement, and other such information that would facilitate generation of a Purchase Order should the Bid be awarded.

6.0 Alternate Bid (optional)

Bidder may prepare more than one solution. Each solution must be a complete bid and identified as an “alternate bid”. If bidder provides multiple solutions, specify priority of each solution.

Specifications and Bidder Price Quotation

All items proposed by bidder must be new (first time used). **THE ITEMS TO BE BID ARE CHAIN LINK OR EQUIVILANT PRODUCTS** with equivalents noted as exceptions.

Bid price should include removal and disposal of existing Chain Link Fence, gates, and posts (some of which are in cement/asphalt). **SEE APPENDIX B for Site Map.**

Eight Hundred and Five (805) Feet of 9 Gauge Galvanized Chain Link Fencing (installed)

*Needed **PARTS & Components** at minimum include:* \$ _____ per foot.

- *Fencing - Six (6) Feet in Height*
- *Three (3) strands of Barbed Wire installed at tope of fence for security*
- *1 and 5/8 inch Bracings*
- *Top Rails*
- *2 and 1/2 inch line posts*
- *3 inch corner and gate posts/bracings*

The goal of this project is to replace existing fencing with a secure equivalent that will extend expected lifespan and increase student safety and security. Davis-Bacon Act and Pennsylvania Prevailing Wage rates will apply. Labor should be included in the bid price.

Two (2) 4-Foot Manual Swing Gates with Panic Bar Exit Feature \$ _____ each.

Replacement of existing gates, which cover one opening, is being considered under project, if within budget. Davis-Bacon Act and Pennsylvania Prevailing Wage rates will apply. Labor and all required hardware/materials for a functional gate should be included in the bid price.

One (1) 8-Foot Manual Swing Gate \$ _____ each.

Replacement of existing gate is being considered under the project, if within budget. Davis-Bacon Act and Pennsylvania Prevailing Wage rates will apply. Labor and all required hardware/materials for a functional gate should be included in the bid price.

One (1) Cantilever Slide Gate with Electric Operator \$ _____ each.

Current gate is 20 feet in length to allow for mechanics and weights – gate covers a 12-Foot opening. Replacement of existing gate is being considered under the project, if within budget. Davis-Bacon Act and Pennsylvania Prevailing Wage rates will apply. Labor and all required hardware/materials for a functional gate should be included in the bid price.

One (1) Cantilever Slide Gate (Manual Open) \$ _____ each.

Current gate is 23 feet in length to allow for mechanics and weights – gate covers a 14-Foot opening. Replacement of existing gate is being considered under the project, if within budget. Davis-Bacon Act and Pennsylvania Prevailing Wage rates will apply. Labor and all required hardware/materials for a functional gate should be included in the bid price.

Equivalent product bids should outline any exceptions to the above specifications on the alternative equipment for evaluation using the Exception Summary.

TOTAL BID PRICE \$ _____.

(to include all shipping, labor, tools, materials, equipment and training (user and administrative), warranty (parts and labor) as necessary to complete entire project)

Exception Summary

Please list all exceptions in your bid solution/price from the specifications listed in the bid package -- attach additional sheets if necessary.

Pre-Cut Add/Delete Schedule

The Unit Pricing listed in the Price Quotation may be used by the Indiana County Technology Center to add or delete to proposed units for up to thirty (30) days after date of product receipt.

The Indiana County Technology Center may elect not to replace some or all gates due to budgetary constraints. In such case, the awarded bid will be less the individual price(s) of those components (which are each listed separately on the Specification sheet).

The Indiana County Technology Center may add or delete up to fifty (50) feet of fencing, using the per foot pricing provided.

CONDITIONS OF BID

I. General Conditions

1. Local Conditions: All deliveries shall be made to ICTC, 441 Hamill Road, Indiana, PA 15701 between the hours of 8:00 a.m. and 3:00 p.m. All bidders shall acquaint themselves with local conditions. A notification of forty-eight (48) hours shall be given to ICTC prior to delivery.
2. Schedule: **This project will be grant funded. As such, all items must be received and installed no later than June 30, 2023.** Any condition that may prohibit this from occurring should be brought to the attention of the district immediately. **It is the desire of ICTC to have the fencing replacement completed as soon as possible.** Please advise of anticipated installation date when bidding.
3. Invoicing: Request for payment shall be mailed to ICTC, 441 Hamill Road, Indiana, PA 15701 Attn: Business Office. Request for payment must contain the purchase order numbers issued for purchase of awarded items.
4. Payment: Payment will be made with 45 (forty-five) days after the completion of project and receipt of request for payment.
 - a. Payments are considered made by ICTC as of the date of the payment check
 - b. All invoicing and payments are subject to and governed by “Pennsylvania’s Political Subdivision Procurement Interest Payment Act, Act 138 of 1994, as amended”
5. Discrepancies/Question: If any bidder finds discrepancies or is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, he/she can submit to ICTC, Business Office a written request and shall be responsible for its prompt delivery.

II. Additional Information

1. The advertisement for bids, information to bidders, specifications for services rendered, as well as the proposal, agreement and bonds, shall be collectively known and designated as the “contract documents” and together shall form the contract.
2. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening thereof.
3. ICTC reserves the right to waive any formalities or reject any and all bids or portions thereof, to waive minor irregularities in bidding, and to select other than the lowest bid if deemed in the best interest of the ICTC, and their decision shall be final. ICTC is referred to as the owner.

4. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid may be rejected. This decision shall be considered final and not subject to recourse by the Bidder.
5. In determining the lowest or highest responsible Bidder, ICTC reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience of the Bidder, sufficiency of the resources of the Bidder as relates to the offerings as well as the ability of the Bidder to provide future maintenance and service.
6. No rights shall accrue to any person submitting a bid until such bid has been accepted, contract awarded and the contract and/or purchase order finalized and completely executed in writing by the duly authorized officer(s) at ICTC.
7. Contractors will be responsible for any damage caused by the contractor or his employees, suppliers, servants and agents. Contractors further covenant and agree to assume and do hereby assume all liability for, and shall and do agree to indemnify and save ICTC against any and all loss, costs, suits, charges or damages arising from injuries sustained by mechanics, laborers, workmen or by any person or persons whatsoever, to their persons or property; whether employed in and about the said workplace or otherwise, by reason of any accidents, damage, injuries, torts or trespasses happening in or about; or in any way incident to or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees and all expenses of defense and agree to carry usual property damage and liability insurance and to furnish certificates, therefore, when required by ICTC.
8. ICTC is an equal opportunity institution. ICTC does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, national origin, veteran status, or any other basis covered by appropriate law in its activities, programs or employment practices. All employment is decided on the basis of qualifications, merit, and business need.
9. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
10. Bidders must sign contract, if any, as prescribed by the forms. When a bidder is a corporation, documents must be signed by a president, vice president, secretary or assistant secretary, or their official designee. If signed by one person, a copy of the authority of such person must accompany the proposal.
11. In some cases, a certified check or bid bond in the amount of ten percent (10%) of the bid may be requested prior to bid award.

III. Terms and Conditions

1. The award and/or work authorization shall be issued by ICTC within thirty (30) days of the bid opening date.

It is a condition of this transaction that in the event ICTC shall have accepted and paid for any materials but shall discover, upon inspection at a later date, that the shipment does not conform to the specifications and/or other quality standards, the bidder agrees to replace any or all of the quantity that does not meet the specifications and conform to the standards of the sample without extra charges to ICTC.

2. The bidder agrees, if awarded the contract, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, a replacement shall be furnished in place, thereof, at the expense of the successful bidder.
3. Bid figures shall include all charges including shipping and delivery at the destination called for in the specifications. ICTC will furnish a tax exemption certificate in cases where federal excise and state taxes would otherwise be collectible, if needed upon request. Delivery will be required at destinations as indicated. All deliveries must be shipped prepaid, and bids shall include all costs.
4. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof, or perform any labor, as provided in these specifications or to replace any work, installation or articles which are rejected as stated in the previous paragraphs, ICTC is authorized and empowered to purchase articles in conformity, or remove nonconforming installations and reinstall, with such party or parties in such quantities and in such a manner as it shall select at the expense of the successful bidder or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by ICTC.
5. The bidder agrees that if awarded the contract, he/she will not assign, transfer or sublet in unless specific permission to do so is requested in writing by the bidder and granted to in writing by ICTC.
6. Winning Bidder may be asked to execute a standard form of contract.

IV. Specifications

1. Performance and Labor and Material Payment Bonds: The contractor shall provide a performance bond and a labor & material payment bond each in the amount of 100% of the contract price, before the award of the contract, *if applicable* (Section 756 and 757 of the Public School Code of 1949, as amended, and Public Works Contractors Bond Law of 1967).
2. Discrimination Prohibited according to 62 P.S. § 3701: the contractor agrees to the following:
 - a. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract for reason of gender, race creed or color.
 - c. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for violation of the terms or conditions of that portion of the contract.
 - d. That this contract may be canceled or terminated by the school and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the contract.
3. All bidders agree to the following, *as applicable*, and must also acknowledge Appendix A as it relates to purchases with Federal Funds when this procurement is in full or part with federal dollars:
- a. Must comply with the Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. § 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, nation origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA. Code 349.101. Additionally, contractors must comply with the Equal Opportunity Clause in Appendix A for any contracts funded in full or part by federal dollars.
 - b. Must adhere to the provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
 - c. Must adhere to the provisions of the Debarment and Suspension requirements if contract has been debarred or suspended in the past (Executive Orders 12459 and 12689).
 - d. Must adhere to the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - e. Must adhere to the provisions of contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
 - f. Must adhere to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3708).
4. Conditions or Payment of Wages: All bidders must comply with the following:
- Pennsylvania Prevailing Wage Rates* – This regulation and the general Pennsylvania prevailing minimum wages rates (Act 422 of 1961, P.L. 653) 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. The appropriate, publicized wage rates must be offered and complied with by the contractor. The prevailing wage rates may be obtained by contacting the Pennsylvania Department of Prevailing Wages, by calling 800.932.0665 or 717.787.4763.

Pennsylvania Prevailing Wage Rates apply to projects where the total estimated cost is greater than \$25,000 paid for in whole or in part out of funds of the public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, and must specify "Prevailing Wages".

Competent workmen – According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics.

No workmen shall be regarded as competent and first-class within the meaning of this Act, except those who are duly skilled in the respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rate of wages paid for such hours by employers of organized labor in doing similar work in the school where the work is being done.

5. Clarification of Standard of Quality: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. Where proprietary names are used, they should be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.
6. Prohibition on Cash Allowances: NO CASH ALLOWANCES for any purpose are included in the specifications of this project.
7. Time(s) of completion of the project: Upon awarding of the bid, a schedule of delivery can be made by contacting Rachel Hrabovsky, 724.349.6700 ext 126.

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. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signed the Affidavit should examine it carefully before signing and assure himself or 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

State of _____ :

: S.S.

County of _____ :

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

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ (Name of Firm), its affiliates, subsidiaries, officers directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Indiana County Technology Center in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Indiana County Technology Center of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THE _____ DAY OF _____, 20_____.

Notary Public

My Commission expires: _____

APPENDIX A
Provisions for Purchases/Contracts under Federal Grant Awards

The following certifications and provisions are required and apply (unless expressly indicated to not apply) when the Indiana County Technology Center (“ICTC”) 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 ICTC and Bidder (“Vendor”) in all situations where the 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) Violation or Breach of Contract terms - Vendor shall promptly correct any errors, omissions or defects in any services at no cost to ICTC. ICTC 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 the vendor fails to correct the services within a reasonable time, ICTC, 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 Vendor and Vendor shall reimburse ICTC for any difference that may remain. If ICTC prefers to accept services which are not in accordance with the requirements of the contract documents, ICTC 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 ICTC or Vendor 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 current simplified acquisition threshold (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. ICTC reserves all rights and privileges under applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- (C) Termination for Cause or Convenience - Contracts in excess of \$10,000 must address 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. When expending federal funds, ICTC 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. ICTC also reserves the right to terminate the contract immediately, with seven (7) days written notice to the vendor, for convenience, if ICTC believes, in its sole discretion that it is in the best interest of ICTC to do so. If the contract is terminated in accordance with this Paragraph, ICTC shall only be required to pay Vendor for services satisfactorily performed prior to the termination. If ICTC has paid the Vendor for services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any award under this procurement process is not exclusive and ICTC reserves the right to purchase goods and services from other vendors when it is in ICTC's best interest.

- (D) 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. Vendor certifies that during the term of an award for all contracts by ICTC resulting from this procurement process, 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 Vendor further agrees to immediately notify ICTC during the term of the contract if the Vendor 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.
- (E) 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. Vendor certifies that during a resultant contract with ICTC it is/will remain in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- a. 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.
- b. 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.
 - c. 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.
- (F) 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.
- (G) 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 sub-recipient 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 sub-recipient 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.
- (H) 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). Vendor certifies that during the term of an award for all contracts by ICTC resulting from this procurement process they will comply with all applicable requirements under these acts.

- (I) Procurement of Recovered Materials: Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.
- (J) Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms: The Vendor 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.
- (K) Prevailing Wage Requirement for Construction Contracts: Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.
- (L) Domestic Preference: Under 2 CFR Part 200, and specifically § 200.322, ICTC expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.
- (M) Bonding Requirements: Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:
- a. A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

- acceptance of the bid, execute contract documents required within the time specified.
- b. A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
 - c. A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

A Bid Guarantee is not applicable to this contract. Performance and Payment bonds will be required under Pennsylvania State Guidelines.

- (N) General Compliance and Cooperation with District: the Vendor agrees it shall make a good faith effort to work with ICTC to provide such information and to satisfy such requirements as may apply to the purchase bid herein, including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.
- (O) 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."

EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4] - During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or

applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BIDDER ACKNOWLEDGEMENT of APPENDIX A
Provisions for Purchases/Contracts under Federal Grant Awards

From: Indiana County Technology Center
441 Hamill Road
Indiana, PA 15701

Re: BID REQUEST #2023-01 FENCE REPLACEMENT

All or part of the funds available for items requested by the ICTC in the above referenced bid request are federal in source. Bids in response to Bid Request #2023-01 must include acknowledgement of Appendix A and an understanding that it forms a part of the Contract Documents. Each prospective bidder shall acknowledge such in the space provided.

The successful bidder, by execution of this Acknowledgement, confirms receipt of Appendix A and accepts responsibility for compliance with Federal contract provisions.

ALL BIDDERS MUST SUBMIT WITH THEIR RESPECTIVE PROPOSAL(S) THIS
CONFIRMATION OF RECEIPT OF APPENDIX A.

PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By (signature): _____

Print Name: _____

Company: _____

Date: _____

APPENDIX B - ICTC Bid Proposal Request #2023-01

Fencing Replacement - Site Map

