**THE SCHOOL DISTRICT OF THE CITY OF ERIE**

**REQUEST FOR PROPOSALS FOR**

**DATA CABLING AND SECURITY CAMERA INSTALLATION SERVICES**

The School District of the City of Erie (the “District”) invites Contractors to submit a Proposal to provide Data Cabling and Security Camera Installation at Erie High School and Pfeiffer-Burleigh Elementary School.

INFORMATION and General Conditions

# **Submission of Proposals.**

## All proposals are due by **1:30 p.m. on Monday, June 9, 2025**. Proposers shall submit their proposal via email to [bids@eriesd.org](mailto:bids@eriesd.org), or delivered to the School District of the City of Erie, Administration Building, Board Secretary’s Office, ATTN: BIDS 1910 Sassafras Street, Erie, Pennsylvania 16502. Hard copy proposals shall be sealed and endorsed on the envelope, and email proposals shall contain the notion on the email subject line “Data Cabling and Security Camera Installation Services Proposal.” Late proposals will be rejected.

## Bids will be opened utilizing an online format on Monday, June 9, 2025 at 2:00 p.m. The District will provide interested proposers with a link to participate in the bid opening. If an interested proposer requires reasonable accommodations to participate in an online format bid opening due to a disability, if the interested proposer wishes to participate in the meeting in person or if they don’t have internet access, or if a member of the public wishes to view the opening electronically or in person, they are to contact Mary Lou Gelzinis, Controller, at [mgelzinis@eriesd.org](mailto:mgelzinis@eriesd.org).

## All proposals must be submitted on the forms provided, with the price stated as requested. All proposals must be signed by an authorized officer of the proposer.

## Proposals may not be withdrawn prior to the close of the regular meeting of the School Board next succeeding the opening of the proposals.

## Proposals shall be firm for a period of no less than sixty (60) days.

## No claims for relief on account of mistakes or omissions in the proposal will be considered and the proposers will be held strictly to their proposals. Alternatively, the Board may, in its sole discretion, determine that the bid bond deposit be forfeited or to execute on the bid bond.

## By submitting a proposal, the proposer is certifying that it has made itself familiar with all of the documents associated with the RFP and the proposed contract and related contract documents, and certifies that the proposer is familiar with and understands and agrees to all such documents.

## For the proposal to be valid the following forms must be completed and returned: a) Proposal Form and Price Form b) Completed Statement of Contractor’s Qualifications (Attachment D) c) Non-Collusion Affidavit, and d) Contractor’s Capability Detail.

# **Award.**

## The Board of School Directors (the “Board”) may approve a proposal and award a contract to the successful proposer at its regular meeting on Wednesday, June 18th, 2025 at 6 p.m.

## The Board will consider accepting the proposal of the lowest responsible proposer meeting specifications, kind, quality and material being equal. The Board reserves the right to reject any and/or all proposals, for any reason or no reason, and to waive, at its sole discretion, defects, irregularities, mistakes, omissions, or informalities therein. The Board is not obligated to accept the lowest or any bid.

## It is the desire of the Board to award a single contract to one contractor for installation of Data Cabling and Security Camera Installation at Erie High School and Pfeiffer-Burleigh Elementary School. The Board reserves the right to determine, in its sole discretion, to make the award in a manner that is in the best interests of the District.

# **Bonds.**

## Bid Bond. No proposal will be entertained unless accompanied by a deposit, either a Certified Check or Bid Bond, in the amount of five percent (5%) of the total cost, made payable to the School District of the City of Erie and enclosed in the envelope containing the proposal.

## Performance Bond. The successful proposer shall submit to the School District a Performance Bond in the amount of 100% of the total contract price of the award prior to providing service, but in no event shall it be submitted more than thirty (30) days after the award. The Performance Bond shall be issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania.

## Payment Bond. The successful proposer shall submit to the School District a Payment Bond in the amount of 100% of the total contract price of the award prior to providing service. The Payment Bond shall be issued by a surety company legally authorized to be business within the Commonwealth of Pennsylvania and shall be in compliance with section 756 of the Public School Code, 24 P.S. §7-756.

# **Contract.** The successful proposer shall enter into a contract for the Services contemplated by this RFP with the District. The form of the contract is attached hereto as Attachment A. Interested proposers shall submit proposed edits or revisions to the contract with the proposal. The District shall not consider the proposed contract edits or revisions as part of the award, but will use them as the basis for contract negotiations with the apparent successful proposer. The apparent successful proposer shall provide the District with a fully executed copy of the final and mutually negotiated contract prior to the date indicated above for contract award by the School Board. Failure to negotiate in good faith or to provide a fully executed copy of the contract by the indicated date may result in the District, in its sole discretion, rejecting your proposal, executing on your bid bond and/or awarding the proposal to another proposer. In addition, the District reserves all rights to respond in any other manner permitted by law.

# **Compliance with Laws and Regulations.** By submitting a proposal, the proposer hereby agrees to abide by all applicable local, state and federal regulations, ordinances and laws, including, but not limited to, OSHA laws and regulations, during the performance of the Services contemplated by this RFP. The proposer certifies, for itself and its employees, that it shall comply with the laws, rules, regulations and policies of all federal, state and local governments and agencies of applicable jurisdiction in the performance of the Services contemplated by this RFP.

# **Invoices and Payment.** All invoices shall be submitted to the District Controller upon completion of the project. Payment will be made within forty-five (45) days of receipt. Invoices are to include the date and time of service.

# **Non-Collusion Affidavit.** Each proposer shall submit to the School District a fully executed Non-Collusion Affidavit, such as that document attached hereto as Attachment C.

# **Mandatory Site Visits or Pre-Bid Conferences.** Interested Proposers should contact Joe DePaul in the School District IT Department at [jdepaul@eriesd.org](mailto:jdepaul@eriesd.org) to schedule a site visit.

# **Failure to Perform/Unsatisfactory Performance.** If the proposer’s work is deemed unsatisfactory, based upon timeliness, quality of work, or other factors as determined by the District, the contract may be terminated upon written notification and at the convenience of the District.

# **Identification.** All employees of the successful proposer must wear clothing or identification which identifies them while on District property.

# **Equal Opportunity Employer**. The District is an equal opportunity employment, educational, and service organization.

# **Discrimination**. The proposer shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of age. race, color, sex, gender identity, sexual orientation, gender, handicap disability, religious creed, ancestry, familial status, national origin, criminal history or veteran status.

# **Supplies and Equipment.** The successful proposer will furnish all equipment and supplies necessary to perform the services outlined in this proposal.

# **Licenses, Fees, Taxes**. The successful proposer shall obtain and maintain all necessary licenses and permits required by federal, state, and local laws.

# **Selection Criteria.** The District shall select a contractor by evaluating several factors, including, but not be limited to, price, references of similar-size/scope of work, and service capability. The District reserves the right to select the contractor who, in its sole opinion, meets its needs.

# **Insurance.** Insurance requirements are contained within the form of agreement attached hereto as Attachment A. Certificates of insurance are to be attached to proposals.

SCOPE OF WORK AND BID REQUIREMENTS

# **Project Description.**

# **The focus of this project is the physical installation of 443 network security cameras throughout Erie High School and Pfeiffer-Burleigh Elementary School.** The District will procure and supplythe cameras and associated mounting brackets/junction boxes outlined below. The contractor **will be responsible for the provision and installation of plenum-rated CAT6 data cabling from each camera to the nearest MDF/IDF where appropriate. Additionally, the contractor will remove existing cameras and related hardware, install new camera hardware and point cameras in the general direction denoted on the supplied floor maps.**

# **At Erie High School, 286 existing cameras require direct replacement while an additional 99 new cameras require cabling and installation. Improved camera coverage allows for the complete removal of 17 existing cameras; while the associated cabling may remain intact.**

# **Pfeiffer-Burleigh will require the provision and installation of plenum-rated CAT6 data cabling from all 82 cameras to the nearest MDF/IDF. In addition, 54 existing cameras require direct replacement while 4 new cameras must also be installed.**

# **The District will be responsible for labeling, configuration and final aim of the new camera hardware. In the event an existing camera location is changing, the use of vendor-supplied biscuit boxes and patch cords to lengthen a run is acceptable. Please note that a lift will be required for exterior installations at both locations and select interior applications at Erie High School. The contractor must protect gym flooring during installation with Ram Board or a comparable product. Building floor maps and camera placement will be made available upon request.**

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# **District-Provided Cameras and Mounting Hardware**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cameras** |  | **Mounting Brackets/Junction Boxes** |  |
| Advidia M-46-FW-V2 | 373 | M-JB-MINI | 108 |
| Advidia M-87-V | 43 | M-WM-JB | 47 |
| i-PRO WV-S25500-V3L | 6 |  | 0 |
| i-PRO S4176A | 19 | WV-QWL500-W | 2 |
|  |  | WV-QCL101-W | 8 |
| i-PRO WX-X86531-Z2\_PTZ | 2 | WV-QSR508-W | 2 |
|  |  | WV-QWL501-W | 2 |

# Project locations are as follows:

1. Erie High School: 3325 Cherry Street, Erie, PA 16508
2. Pfeiffer-Burleigh Elementary School: 235 East 11th Street, Erie, PA 16503

# **Provision and installation of data cabling and security cameras**

* Vendor must work 2nd shift unless otherwise directed by the District.
* District staff will ensure availability of switch ports in MDF/IDFs.
  + Vendor must follow industry standards and install hardware and cabling in a manner consistent with local building codes.
  + Vendor must install plenum-rated CAT6 data cabling from all camera locations to MDF/IDFs.
  + Vendor must provide and install manufacturer-tested CAT6 cables both at the point of camera installation as well as in the MDF/IDFs. The District requires the use of red cables in data closets between patch panels and switches.
  + Vendor must utilize cable management to make the job look professional and aesthetically pleasing.
  + Vendor must terminate and test all cabling.
  + Vendor may use existing patch panels as space permits but must provide additional Keystone style panels when required.
  + Vendor must label all patch panels in a manner consistent with existing schema.
  + Vendor must mount all cameras according to manufacturer specifications.
  + In the event that the supplied camera mounting hardware is deemed insufficient for a particular application, the vendor is responsible for sourcing and installing an appropriate alternative.

# **Invoicing.** Contractors are required to include the following on invoices:

## Date and time of service

# **Pricing.** The contract is a fixed-fee contract. Bids shall be on a per School basis. Hourly bids for identified services will not be accepted. Pricing shall be supplied utilizing the Proposal Form and Price Form forms attached hereto as Attachment B

# **Timeline.** The vendor must be able to begin the project within one month of having been awarded the bid. In addition, the vendor must be able to complete the project by August, 25, 2025. This project is dependent on the approval of Erie’s Public Schools Board of Directors.

# **References.** The Contractor shall list a minimum of three (3) relevant references, where data cabling and security cameras installation services have been successfully performed within the last three (3) years. The references shall be listed as part of the information required within the Scope of Work Section. Additional references may also be submitted. A references form is attached as Attachment E.

# **Prevailing Wage.** This project is subject to the Pennsylvania Prevailing Wage Law, approved August 15, 1961 (Act No. 442), as amended, and reference is made to the prevailing minimum wage rates applicable to this project which has been promulgated by the Secretary of Labor and Industry and which are attached as Attachment F.

# **Evaluation Criteria.** Erie’s Public Schools will evaluate all proposals based on Cost and Contractor Responsibility, Qualifications and References.

# **Public Works Employment Verification Act.** Pursuant to Act 127 of 2012, Contractor, and any subcontractor or any person employed on their behalf shall submit to District a fully completed and unaltered Public Works Employment Verification Form, as provided by the Pennsylvania Department of General Services (available at [www.dgs.state.pa.us](http://www.dgs.state.pa.us)), for each employee hired by Contractor, and any subcontractor or any person employed on their behalf after January 1, 2013 whether the employee will be working onsite or offsite of the Project or otherwise. Submission of the Public Works Employment Verification Form to the District by Contractor is a precondition to award of the Contract.

# **Responsible Contracting with the District.**

## All contractors shall comply with School Board Policy 610.1 Responsible Contracting with the District, Adopted February 20, 2019 as revised January 5, 2021. The Policy is attached hereto as Attachment G.

## The contractor shall, with his Bid, submit a fully executed and completed Contractor Responsibility Certification, and a Subcontractor List, if any, containing the names of subcontractors, their addresses and a description of the work each subcontractor will perform on the project. The Contactor Responsibility Certification Form is attached as Attachment H.

## Failure to submit a fully executed and completed Contractor Responsibility Certification Form and Subcontractor List shall cause the Contractor to be disqualified from bidding.

## The District shall review the Contractor Responsibility Certification Form to determine whether the Contractor is in fact responsible per Board Policy 610.1, and may issue a Responsibility Determination to the Contractor. The Responsibility Determination shall be determined to be a precondition to award of a contract and shall be determined to be a contract document.

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# Attachments

# A – Form of Agreement

# B – Pricing and Proposal Forms

# C - Non-Collusion Affidavit

# D – Statement of Contractor’s Qualifications

# E - References

# F – Prevailing Wage Determination

# G – Policy 610.1 Responsible Contracting with the District

# H – Responsible Contractor Certification Form

# **ATTACHMENT A**

# **FORM OF AGREEMENT**

CONSTRUCTION CONTRACT

**THIS CONSTRUCTION CONTRACT** (the “Contract”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the **SCHOOL DISTRICT OF THE CITY OF ERIE** (hereinafter referred to as “District”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Pennsylvania business corporation with their principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Contractor”). District and Contractor may individually be referred to as a “party” and collectively as the “parties”.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

# SCOPE OF WORK

## Contractor does hereby agree to furnish certain labor, services, equipment, materials, and other related activities, including the adoption of certain schematic drawings, and incorporation of materials and equipment customary for the construction of certain improvements, as well as all building permits required (if any) for completion of the construction project and necessary improvements made as more fully described in **Exhibit “A”** attached hereto and incorporated by reference (hereinafter collectively referred to as the “Scope of Work” or “Project”). Exhibit A shall include the Request for Proposals, any addendums, and the Cotnractor’s response as submitted to the District.

## Any addition, substitution or change to the Project shall be specified in a written change order. The District acknowledges that these substitutions and/or changes may occur during construction and agrees that so long as the Project is substantially in compliance with the plans and specifications set forth in Exhibit “A”, acceptance of any such minor deviations will not be unreasonably withheld, conditioned or delayed.

# COSTS AND PAYMENT

## District hereby agrees to pay Contractor for the performance of the Project as set forth in the Cost Proposal included within **Exhibit “A”** attached hereto and made a part hereof (the “Contract Price”).

## The Contractor shall submit timely invoices to the District on a monthly basis. The Contractor shall submit its final invoice for the Agreement not later than ten (10) business days after the final date of the Term. All invoices shall include an itemization of charges and a detailed description of the Services performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Agreement. The School District will make payment within forty-five (45) days of receipt of an approved invoice.

# INITIATION AND COMPLETION OF THE PROJECT; LIQUIDATED DAMAGES

## District shall provide, and Contractor shall commence the Project within fifteen (15) working days of written notice to proceed.

## The Project shall be Substantially Completed pursuant to the Timeline included within the Request for Proposals attached hereto as Exhibit A (“Time for Completion”). As used in this Contract the term “substantially completed” or “substantial completion” (or words of similar import) shall mean: (i) completion of the Project to a degree that it is either fully functional, and (ii) only minor imperfections typically referred to as “Punch List” items, if any, remain to be corrected.

## If Contractor is delayed in the progress of construction by any act or neglect of District or by reason of Force Majeure (as defined herein) the Time for Completion shall be extended by such reasonable time as Contractor the District may determine.

## Liquidated damages shall be $500.00 for each and every calendar’s day delay that the Project is not Substantially Completed pursuant to the Substantial Completion Date identified Timeline included within the Request for Proposals attached hereto as Exhibit A.

# INSURANCE

## Contractor shall keep in force during the course of the Project, and shall furnish to District, upon District’s request, copies of the following insurance policies:

### Workers Compensation Insurance for Contractor’s employees at statutory limits; and

### Comprehensive General Liability Insurance with limits of $1,000,000.00 per person, per occurrence for personal injury and property damage, and $3,000,000.00 in aggregate.

### Automobile Liability Insurance- limit of $1,000,000 per occurrence.

## The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. District in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the Project under this Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance. Costs for overages in excess of those required shall not be charged to District without prior written approval of District.

## Contractor shall procure all insurance solely from insurers authorized to do business in the Commonwealth of Pennsylvania, or insurers otherwise acceptable to the District. In no event shall the Contractor commence performing the Services for the District until Contractor has delivered to the District a Certificate of Insurance naming the District as an additional insured on its general liability insurance policy.

## District and Contractor shall waive all rights against each other and any of their contractors, subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance required herein or other insurance applicable to the Project. District or Contractor, as appropriate, shall require each of the separate contractors, subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, to provide similar waivers each in favor of other parties identified herein. Each policy shall provide such waivers for subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

# CONTRACTOR WARRANTY

## Contractor hereby warrants that:

### All plans, labor performed, materials furnished, and services provided as otherwise identified in Exhibit “A” shall conform to applicable laws, regulations and codes applicable to completion of the Project.

### All labor performed shall be done in a good and workmanlike manner.

### All materials furnished shall be comprised of new and good quality materials.

### All labor performed and materials furnished shall be free of defect for a period of one (1) year from the date of final payment (subject to Section 6 below).

# DEFECTS; DISTRICTS RIGHT TO REMEDY OR CURE

## Contractor shall promptly remedy or cure, at its sole expense, any defect or failure of the Project to conform to the standards, requirements, time frames, plans or specifications set forth in Exhibit “A”, whether discovered before or after the Project is substantially complete for a period extending until one (1) year after the date of final payment. All costs of correcting such defect or failure to conform, including any incidental costs and/or testing shall be at Contractor’s own expense. This Section shall survive termination, expiration and/or final payment under this Contract.

## To the extent Contractor fails to promptly remedy or cure any defects, damage or failures to conform to the standards, requirements, plans or specifications set forth in Exhibit “A”, in addition to all other remedies as provided herein, District may remedy or cure said defects or damage, and any cost and expense so incurred by District shall be paid by or be recoverable from Contractor, or offset against any amounts owing and outstanding to Contractor.

## Neither the payment of any final sum due nor any provision of this Contract shall constitute an acceptance of the Project not done in accordance with the plans or specifications set forth in Exhibit “A”, or relieve Contractor or its sureties of liability with respect to any warranties of responsibility for faulty materials and/or workmanship.

# INDEMNIFICATION

## At all times during performance of the Project, Contractor shall indemnify District from all losses and damages that may occur incident to or affect the Project, but not to the extent that any such loss or damage caused in whole or in part by the negligence of District.

## CONTRACTOR AGREES, DURING THE COURSE OF THE PROJECT, TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM (i) ANY AND ALL LIENS, CONTRACT DAMAGES, SUITS, CLAIMS AND CAUSES OF ACTION RELATED TO THE PROJECT, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS, AND (ii) ANY SUITS, CLAIMS AND CAUSES OF ACTION FOR DAMAGES TO PROPERTY OR PERSONAL INJURY TO OR DEATH OF CONTRACTOR’S EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS (AND THEIR RESPECTIVE EMPLOYEES), INCLUDING SUBCONTRACTORS AND ANY OTHER PARTY ASSOCIATED WITH PERFORMANCE OF THE PROJECT BY CONTRACTOR, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS.

## The indemnification clause above shall not reduce or impact the District, its officers, employees, agents, and affiliated government organizations from utilizing the statutory governmental, official, and other immunity provided pursuant to the Pennsylvania Political Subdivision Tort Claims Immunity Act, at Pa. C.S. Section 8501, et seq., as amended.

# TAXES

## The Contractor shall be aware that the District is a Pennsylvania tax exempt entity, and that Pennsylvania Sales and Use Tax must be paid for all materials and equipment with the exception of certain Building Machinery and Equipment (BME) as defined in applicable law (PA Act 45 of 1998). The Contractor is solely responsible to determine whether certain purchases within his Contract may be tax exempt for the Project District and whether the District may benefit from the Contractors reduction of said taxes in the calculation of his bid.

## Contractors are encouraged to take advantage of any sales tax exemptions for which District is entitled in computing the bid amount.

## Contractors intending to purchase certain BME exempt from sales tax shall recognize that they must submit a Pennsylvania Department of Revenue Sales Tax Exemption Certificate (Form REV-1220) to their supplier(s) in accordance with applicable law.  The Project District shall complete or provide copies of the Pennsylvania Exemption Certificate for Contractor as reasonably requested.

## Regardless of whether Contractor has taken advantage of certain BME sales tax exemptions in the calculation of his bid, the Contractor shall be required to submit a signed and notarized “Assignment of Rights Sales / Use Tax Refund” form, as hereafter specified, as well as, assist the District in filing of all Petitions for Refund with the Commonwealth’s Board of Appeals for taxes paid on tax exempt purchases for the Project.

## Contractors shall submit to the District a letter identifying all materials purchased exempt of sales tax in their Contract, in order to assist the District seeking any refund on tax exempt items.

## Assignment of Refund Rights: The Contractor agrees to assign and transfer to the District all his rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract, regardless of whether Contractor has taken advantage of certain non-taxable Building Machinery and Equipment (BME) in the calculation of his bid.  The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is subject to this assignment.

## Each Prime Contractor further agrees that he will assist the District in the preparation and submission of petitions for refund pertaining to those taxes.

## Contractors shall be required to submit a signed and notarized “Assignment of Rights Sales / Use Tax Refund” form, within the time period specified for initial submittals.

## Contracts With Subcontracts: The Contractor agrees to include the "Assignment of Refund Rights" paragraphs above , in full, in any contracts with subcontractors.

## The District shall complete or provide copies of the Pennsylvania Exemption Certificate for Contractor as reasonably required.

# INSPECTION

## During the course of the Project, District, its employees, agents, representatives and invitees may enter the site of the Project (the “Premises”) and use such Premises in accordance with their normal business and related operations, and District, its employees and agents may also enter and inspect the Project for the purpose of appraisal, inspection and evaluation. Such inspections shall take place at reasonable times and in such manner as not to interfere with the progress of the Project.

# PUNCH LIST

## Contractor shall notify District when the Project is substantially complete. District shall thereupon promptly inspect the Project and deliver to Contractor a written comprehensive list of all deficiencies that are detectable by visual examination. These deficiencies are referred to as “Punch List” items. Contractor shall promptly and diligently correct all construction deficiencies so listed. District may withhold an amount estimated by District to be the reasonable cost of correcting the construction deficiencies noted on the District’s Punch List from the payment due Contractor upon substantial completion. Any sum retained will be promptly paid as Contractor corrects such Punch List items. In the event Contractor fails to complete the Punch List in a reasonable time, District shall have the option of completing the punch list and paying for the same from the monies retained. Any balance of retainage shall be paid to Contractor, but Contractor is liable for any deficiency.

# DEFAULT; LIMITATION OF LIABILITY

## District or Contractor may terminate this Contract upon an Event of Default (defined below) in accordance with the procedures set forth herein.

## Subject to the expiration of all applicable cure periods as provided herein, and unless otherwise excused by reason of an event of Force Majeure, an “Event of Default” shall mean a breach of a material term of this Contract by Contractor or District.

## Except as otherwise provided herein, if an Event of Default occurs, the non-defaulting party shall notify the defaulting party in writing (the “Default Notice”), specifying the reasons for such alleged Event of Default and advising that unless such Event of Default is cured within thirty (30) days following the receipt of such Default Notice, the defaulting party shall be in default under this Contract; provided, however, that if such default cannot be cured within thirty (30) days following the receipt of such Default Notice, the defaulting party shall have an additional reasonable period of time in which to cure such default, so long as the defaulting party commences to cure the default within such initial thirty (30) day period and in good faith diligently continues to cure such default for a period of no longer than ninety (90) days from receipt of such Default Notice or as reasonably agreed by the parties in writing.

## Unless as otherwise mutually agreed by the parties in writing (and set forth in an amendment to this Contract) or as otherwise provided herein, if an Event of Default occurs and is not excused or cured as provided in this Contract, then, unless as otherwise limited by this Contract, the non-defaulting party may terminate this Contract and the defaulting party shall be liable for all paid and payable direct damages resulting from such default and as otherwise provided herein. The non-defaulting party shall also be entitled to seek any other remedies available under law or in equity. Unless as otherwise provided herein, the rights and remedies under this Contract are cumulative and in addition to any other rights or remedies the parties may have under this Contract or the law.

# ACCEPTANCE OF NONCONFORMING PROJECT

## If District agrees to accept Project that is not performed in accordance with the plans or specifications set forth in Exhibit “A”, District may do so instead of requiring its removal or correction, in which case the payment to Contractor will be equitably adjusted. Such adjustment shall be effected whether or not the final payment of the Contract Price has been made.

# SUSPENSION BY DISTRICT FOR CONVENIENCE

## District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine.

## The Time for Completion and Contract Price shall be adjusted for increases in the cost and time caused by any such suspension, delay or interruption. No adjustment shall be made to the extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of the Contract.

# TERMINATION BY DISTRICT FOR CONVENIENCE

## District may, at any time, terminate the Contract for District’s convenience and without cause.

## Upon receipt of written notice from District of such termination for District’s convenience, Contractor shall: (i) cease operations as directed by District in the notice; (ii) take actions necessary, or that District may direct, for the protection and preservation of the Project, and (iii) except for work on the Project directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

## In case of such termination for District’s convenience, Contractor shall only be entitled to receive payment for work on the Project performed, and costs incurred by reason of such termination. In no event shall the amount of such payment be greater than the Contract Price.

# CLEAN-UP

## Contractor shall at all times keep the Premises free from the accumulation of dirt, waste materials or rubbish caused by the Project. Upon completion of the Project, Contractor shall remove from the Premises all waste materials, rubbish, tools, construction equipment, machinery and surplus materials, and shall further restore the Premises in a manner consistent with that addressed in the plans and specifications set forth in Exhibit “A”. Prior to leaving the Premises at the end of the work day, Contractor shall secure the site of the Premises.

## To the extent Contractor fails to clean-up the Premises as provided herein, District may clean-up the same, and any cost and expense so incurred by District shall be paid by or be recoverable from Contractor, or offset against any amounts owing and outstanding to Contractor.

# HAZARDOUS MATERIALS

## The term "Hazardous Materials” shall mean any material or substance within the meaning and definition for “Hazardous Substance” and/or “Hazardous Waste” as those terms are employed and set forth in the Pennsylvania Hazardous Waste Cleanup Act and the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof and petroleum releases; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling, including, but not limited to, asbestos or polychlorinated biphenyl (PCB); and, (e) any infectious or medical waste or environmental contamination as defined by any applicable federal or state laws or regulations.

## Contractor shall immediately notify District, both orally and in writing, of the presence and location of any physical evidence of, or information regarding the presence of Hazardous Materials at the Premises of which it becomes aware. If Contractor encounters Hazardous Materials on the Project site, Contractor shall (a) immediately stop performance of Project or that portion of the Project affected by or affecting such Hazardous Materials; (b) secure the contaminated area against intrusion; (c) not disturb or remove the Hazardous Materials; (d) not proceed, or allow any subcontractor or supplier to proceed, with any work on the Project or other activities in the area affected by such Hazardous Materials until such materials have been properly remediated and until directed in writing to do so by District; and, (e) take any other steps necessary to protect life and health and the surrounding environment. With the written consent of District, Contractor may be entitled to adjustment of the Time for Completion and the Contract Price in order to compensate for the impact of any required demolition, rework, shutdown, delay, protection of work, disruption, and start-up resulting from the encountering of such Hazardous Materials on the Project site for which Contractor is not responsible.

## Contractor shall not select, install or otherwise incorporate any products or materials containing Hazardous Materials within the boundaries of the Premises unless the products and materials are specifically required in the Specifications. Should Contractor, any subcontractor or material supplier engaged by Contractor have knowledge that, or believe that, an item, component, material, substance, or accessory within a product or assembly selected by Contractor may contain Hazardous Materials, not in accordance with the definition set forth herein above, it is Contractor’s responsibility to secure a written certification from the manufacturer of any suspected material which identifies the specific Hazardous Material(s) contained, together with the Material Safety Data Sheets (MSDS) for such materials. A copy of the written certification shall be submitted to District.

## In the event that any claim, demand, suit, or other legal proceeding arising out of any matter relating to this Contract is made or instituted by any third party against a party to this Contract, the other party shall, at its own cost and expense, provide the party against whom such claim is instituted with all reasonable information and assistance in the defense or other disposition thereof.

# FORCE MAJEURE

## Neither party will be liable, nor will any remedy provided by this Contract be available, for any failure due to (i) the other party’s delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of this Contract, provided that the party claiming excuse has previously requested such approvals, information, materials or services with reasonable advance notice; or (ii) causes beyond the control of the party claiming excusable delay or other excusable failure to perform, including acts of God, acts of terrorism, acts of the public enemy, acts of a foreign government or of the United States of America or any political subdivision thereof, fires, floods, earthquakes, hurricanes, tornadoes, typhoons, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction, acts or omissions of carriers or suppliers not affiliated with the party claiming excuse, acts or inaction of regulatory or governmental agencies (other than at the request of the party claiming excuse), droughts, wars, epidemics, riots, theft, quarantine restrictions, and freight embargoes or other causes beyond such party’s reasonable control, whether or not similar to the foregoing.

# INDEPENDENT CONTRACTOR; FURTHER ASSURANCES AND ASSISTANCE

## All work performed by any contractor or subcontractor or any person on their behalf under this Contract shall be performed as an independent contractor and not as an agent of District. Neither party shall be considered the employees or agents of the other. Neither party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization.

## The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract or to show the ability to carry out the intent and purposes of this Contract.

## In the event that any claim, demand, suit, or other legal proceeding arising out of any matter relating to this Contract is made or instituted by any third party against a party to this Contract, the other party shall, at its own cost and expense, provide the party against whom such claim is instituted with all reasonable information and assistance in the defense or other disposition thereof.

# REGULATIONS GOVERNING RESPONSIBLE CONTRACTING WITH DISTRICT

## Contractor shall abide by all of the terms and conditions set forth in the Board Policy 610.1, titled “Responsible Contracting with the District.” A copy of the policy is attached to the RFP documents.

# PENNSYLVANIA RIGHT-TO-KNOW LAW

## The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S, §§ 67.101-3104, applies to this Contract.

## Unless Contractor provides District, in writing, with the name and contact information of another person, District shall notify Contractor using the information provided by Contractor in the contact information provided in this Contract if District needs Contractor’s assistance in any matter arising out of the RTKL. Contractor shall notify District in writing of any change in the name or the contact information within a reasonable time prior to the change.

## It is acknowledged that records which are directly related to the provision of the service contemplated by this Agreement are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104 (the “RTKL”). Upon notification to the Contractor that the District has received a request for records under the RTKL which pertains to the service contemplated by this Agreement, the Contractor shall fully assist the District in responding to the request. Such assistance shall include, at a minimum, providing the District, within five (5) business days, access to, and copies of, any document or information arising out of the Agreement in the Contractor’s possession that the District deems a Public Record (“Requested Information”) and providing such other assistance as the District may request.

## If the Contractor fails to provide the Requested Information to the District within the required time period, the failure shall be considered an event of default, and the Contractor shall pay, indemnify and hold the District harmless for any damages, penalties, detriment or harm that the District may incur as a result of the Contractor’s failure, including reasonable attorney’s fees incurred by the District in the administration of the Right-to-Know Request and any appeal therefrom.

## If the Contractor refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Contractor is a public record, in addition to the foregoing, liquidated damages of $100 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts. The Contractors duties under this section shall survive the termination of this Agreement and as long as the Contractor has Requested Information in its possession. Upon notification by the Contractor that certain information required to be supplied to the District contains trade secret or confidential or proprietary information, District shall protect the confidentiality of Contractor’s proprietary or confidential information included in the data provided.

# DISCRIMINATION PROHIBITED

## According to 62 Pa.C.S.A. § 3701, the parties agree that:

### In the hiring of employees for the performance of work under the Contract, the Contractor or any subcontractor or any person acting on their behalf shall not discriminate against any citizen of this Commonwealth by reason of gender, race, creed or color who is qualified and available to perform the work to which the employment relates.

### 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 on account of gender, race, creed or color.

### The Contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.

### The District is an equal opportunity employer under applicable law and requires the same of the Contractor. As such, the Contractor, for itself, its officers, agents, its employees, and subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, gender identity, sexual orientation, gender, handicap, disability, religious creed, ancestry, familial status, national origin, criminal history or veteran status.  This provision shall be maintained in each subcontractor’s agreement.

# HUMAN RELATIONS ACT COMPLIANCE

## Contractor shall comply with the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania, as amended. Specifically, Contractor agrees to prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others.

# COMPETENT WORKMEN AND MECHANICS

## Contractor shall comply with the provisions set forth in Section 752 of the Public School Code of 1949 whereby no person shall be employed to work on the Project except competent and first class workmen and mechanics.

### No workmen shall be regarded as competent first class except those who are duly skilled in their 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 rates of wages paid for such hours by employers of organized labor in doing of similar work in the District where such work is being done.

# PENNSYLVANIA PREVAILING WAGE RATES

### The Project shall conform with the pertinent regulation and the general Pennsylvania prevailing minimum wage rates, (act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry. A copy of the Prevailing Wage Determination for this Project is attached hereto and marked as **Exhibit “D”.**

# STANDARD OF QUALITY

## The various materials and products identified by name in the plans and specifications set forth in Exhibit “A” (if any) are given to establish a standard of quality and of cost. It is not the intent to limit Contractor to any one material or product specified but rather to describe the minimum standard.

# COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT.

## Contractor’s attention is directed to the provisions of Act 3 enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on March 3, 1978, and as amended by Act 144 dated July 9, 1984 (the “Steel Products Procurement Act”) which specifies that if any products are to be used or supplied in the performance of the contract, only steel products produced in the United States shall be used in the performance of the contract or any subcontract.

## Contractor shall certify with current estimates that all steel products to be used or supplied in the performance of the contract comply with the Steel Products Procurement Act. Required payments under this Contract shall be delayed until a reasonable period of time after Contractor shall comply with the certification and other requirements for payment under the Steel Products Procurement Act.

## The provisions of the Steel Products Procurement Act shall not be considered as waived under any circumstances unless (A) the District has determined, under authority granted in Section 4 (B) of the Act, that a certain Steel product or products are not produced in the United States in sufficient quantities to meet the requirements of the Contract, such a determination will be set forth in the proposal or in any addendum to the proposal; or, (B) the steel product to be used or supplied in performance of the contract is included on a list, published on the Pennsylvania Department of General Services website, of exempt machinery and equipment steel products identified by the Pennsylvania Department of General Services as having not been produced in the United States in sufficient quantities in the previous calendar year. Steel products are defined as products rolled, formed shaped, drawn extruded, forged, cast fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

# RETENTION

## District shall retain 10% of the amount of each payment until 50% of the Project is complete. After 50% of the Project is complete the retainage shall be reduced to 5% of the completed work.

# BONDS

## Prior to commencing work, Contractor shall provide District with a Performance Bond in the amount of 100% of the Contract Price issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania.

## Prior to commencing work Contractor shall provide District with a Payment Bond in the amount of 100% of the Contact Price issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania. The Payment Bond shall be in compliance with section 756 of the Public School Code, 24 P.S. §7-756.

# BACKGROUND CHECKS

## Contractor shall provide the School District with all necessary clearances for its employees who will provide Services under this Agreement, as required by the Pennsylvania Public School Code of 1949, at 24 P.S. §1-111, as amended, and the Child Protective Services Law, at 23 Pa.C.S. §6354 *et seq*., as amended..

# PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

## Contractor, prior to executing this agreement with the District, and any subcontractors, prior to commencing work on the Project, shall supply the District with a Public Works Employment Verification Form, as provided by the Pennsylvania Department of General Services (available at [www.dgs.state.pa.us](http://www.dgs.state.pa.us)), acknowledging that Contractor is participating in the E-Verify Program (EVP) operated by the Department of Homeland Security, subject to the requirements of Federal Law governing the use of EVP.

## Compliance by the Contractor shall be a precondition of contract award.

## In conducting the verification required by this provision, neither Contractor nor any subcontractor may discriminate against any employee on the basis of race, ethnicity, color or national origin

# ADDITIONAL REQUIREMENTS

## The Contractor shall comply with the following additional requirements under the Contract:

### Perform and to adhere to all related administrative functions, as required by the U.S. Department of Labor and the Commonwealth of Pennsylvania.

# MISCELLANEOUS

## This Contract shall consist of this agreement, including any additional conditions, drawings, specifications, addenda issued prior to execution of this Contract, any and all exhibits, bid documents, including bid submission and other documents listed in this Contract and modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contracted or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

## This Contract shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws rules or principles that might refer the governance or construction to the laws of any other jurisdiction. Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the United States District Court for the Western District of Pennsylvania, Erie Division, or if subject matter jurisdiction is lacking, in the Court of Common Pleas of Erie County, Pennsylvania, and the parties hereby consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

## All notices, requests, demands and other communications required or permitted to be given or made under this Contract shall be in writing and shall be deemed effective when received. A notice shall be delivered personally or sent by registered or certified mail (return receipt requested), postage prepaid, as follows:

If to District: School District of the City of Erie  
 1910 Sassafras Street   
 Erie, PA 16502

With copies to: Knox McLaughlin Gornall & Sennett, P.C.

c/o Erie School District Solicitor 120 West Tenth Street

Erie, PA 16501

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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With copies to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (when permitted hereunder).

## If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

## This Contract may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

## Time shall be of the essence for all purposes under this Contract.

## As used herein the words in the singular include the plural and the masculine, feminine and neuter genders are interchangeable as required by context.

## No modification, amendment or alteration of the terms of this Contract shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the District and Contractor.

## This Contract has been properly executed on behalf of the parties. It is understood and agreed to by the parties that any and all actions which are or may be necessary to fully authorize the parties to enter into this Contract have been properly performed. The parties have full right, power and authority to enter into and consent to this Contract, and hereby agree to consummate the transactions contemplated by this Contract.

## The within Contract, including all prior and contemporaneous agreements and exhibits incorporated by specific reference herein, shall constitute the sole and exclusive agreement of the parties and supersede any other agreements. **IN WITNESS WHEREOF**, the parties have hereunto executed the within Contract on the day and year first above written.

|  |  |  |
| --- | --- | --- |
| WITNESS/ATTEST: |  | DISTRICT:  SCHOOL DISTRICT OF THE CITY OF ERIE |
|  |  | By: |
|  |  | Title: School Board President |
|  |  |  |
| WITNESS/ATTEST: |  | CONTRACTOR: |
|  |  | By: |
|  |  | Title: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# 2533147.v1

EXHIBIT “A”  
Scope of work

PROJECT

Request for Proposals  
ADDENDUMS AND   
CONTRACTORS RESPONSE TO RFP

**ATTACHMENT B**

**PRICING AND PROPOSAL FORMS**

**SCHOOL DISTRICT OF THE CITY OF ERIE**

**REQUEST FOR PROPOSALS FOR DATA CABLING AND SECURITY CAMERA INSTALLATION SERVICES**

PROPOSAL FORM

Name of Proposer: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First, that we have carefully exampled the Request for Proposal, Scope of Work, Specifications, Form of Agreement, and all Attachments to the Request for Proposals, and in accordance with the same, submit this proposal and agree to furnish and perform the specified work for the School District of the City of Erie as per the pricing submitted;

Second, that this proposal is subject to all of the terms of the RFP, and we hereby agree to furnish such materials and labor as required in this RFP;

Third, that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax;

Fourth, the pricing submitted is firm for at least sixty (60) days and that the School District will not be liable and will not pay for any costs not accepted as part of this proposal;

Fifth, that we intend to be legally bound by this proposal and the agreement should it be awarded and agree to enter into the agreement as attached hereto or as may be separately negotiated with the District, at the discretion of the District; and

Sixth, I represent to the District that I have the authority to submit this proposal and bind myself or my company accordingly.

**REQUEST FOR PROPOSALS FOR DATA CABLING AND SECURITY CAMERA INSTALLATION**

**IF BIDDER IS AN INDIVIDUAL**

Sign here \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IF BIDDING IS A CORPORATE ENTITY**

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

Printed Name and Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Attest/Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cost**

All proposals must include itemized costs to complete the tasks described in the project scope. Additionally, EPS requests a summarized project cost for each location in the format below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Location | Materials and Supplies | Labor | Permits | Total Cost Per Building |
| Erie High School |  |  |  |  |
| Pfeiffer-Burleigh Elementary |  |  |  |  |

# **ATTACHMENT C**

# **NON-COLLUSION AFFIDAVIT**

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act. 73 P.S. 1611 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids or RFP’s.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Vendor who makes the final decision on prices and amounts quoted in the RFP.
3. Bid/RFP rigging and other efforts to restraint competition, and the making of false sworn statements in connection with the submission of bids or RPS’s 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 Vendor with responsibilities for the preparation, approval, or submissions of the RFP.
4. In case of a RFP submitted by a joint venture, each party to the venture must be identified in the RFP/Bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary RFP” as used in the Affidavit has the meaning commonly associated with that term in the bidding/RFP process, and includes the knowing submission of RFP’s higher than the RFP of another Vendor, any intentionally high or noncompetitive RFP, and any other form of RFP 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 RFP.

**NON-COLLUSION AFFIDAVIT**

**DATA CABLING AND SECURITY CAMERA INSTALLATION SERVICES**

State of

County of

I state that I am of

(Title) (Name of Vendor)

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

I state that:

1. The price(s) and amount of this RFP have been arrived at independently and without consultation, communication, or agreement with any other Vendor.
2. Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor the approximate amount of this RFP, have been disclosed to any other Vendor, and they will not be disclosed before the RFP submission to The School District of the City of Erie.
3. No attempt has been made or will be made to induce any Vendor or person to refrain from submitting an RFP to The School District of the City of Erie, or to submit an RFP higher than this RFP, or to submit any intentionally high or noncompetitive RFP or other form of complementary RFP.
4. The RFP of my company is made in good faith and not pursuant to any agreement or discussion with or inducement from, any Vendor or person to submit a complementary or other noncompetitive RFP.
5. , its affiliates, subsidiaries, officers, directors and employees

(Name of my Company)

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 submitting an RFP to any public entity, except as follows:

I state that understand and acknowledges that the above

(Name of my Company)

representations are material and important, and will be relied on by The School District of the City of Erie when recommending for award the agreement for which this RFP is submitted, I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the School District of the City of Erie of the true facts relating to the submission of RFP’s for this agreement.

Signature of Authorized Person

(Print Name of Authorized Person and Company Position)

Sworn to and subscribed before

Me this day of

, 20

(Notary Public) (My Commission Expires)

**ATTACHMENT D**

**Statement of Contractor’s Qualifications**

Contractor shall provide a narrative Statement of their Qualifications to install the requested security camera hardware and accompanying CAT-6 cabling necessary to operate the devices. (attach an additional sheet if necessary)

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**ATTACHMENT E**

**REFERENCES**

**1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Services Performed (And Time Period): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Services Performed (And Time Period): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Services Performed (And Time Period): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**ATTACHMENT F**

**PREVAILING WAGE DETERMINATION**

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| Project Name: | Data Acbling and Security Camera Installation |
| General Description: | To install new CAT6 cabling and new CCTV security cameras at Erie High School and Pfeiffer-Burleigh Elementary School |
| Project Locality | Erie PA |
| Awarding Agency: | School District of the City of Erie |
| Contract Award Date: | 6/18/2025 |
| Serial Number: | 25-04510 |
| Project Classification: | Building |
| Determination Date: | 4/25/2025 |
| Assigned Field Office: | Pittsburgh |
| Field Office Phone Number: | (412)565-5300 |
| Toll Free Phone Number: | (877)504-8354 |
| Project County: | Erie County |

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| --- | --- | --- | --- | --- | --- |
| **Project: 25-04510 - Building** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| Asbestos & Insulation Workers | 8/1/2022 |  | $39.36 | $28.51 | $67.87 |
| Asbestos & Insulation Workers | 8/1/2024 |  | $41.36 | $29.51 | $70.87 |
| Bricklayer | 5/1/2024 |  | $34.49 | $23.81 | $58.30 |
| Bricklayer | 11/1/2024 |  | $35.14 | $24.06 | $59.20 |
| Carpenters - Piledriver/Welder | 1/1/2023 |  | $40.63 | $21.22 | $61.85 |
| Carpenters - Piledriver/Welder | 1/1/2024 |  | $42.13 | $21.97 | $64.10 |
| Carpenters - Piledriver/Welder | 1/1/2025 |  | $43.38 | $22.72 | $66.10 |
| Carpenters - Piledriver/Welder | 1/1/2026 |  | $44.63 | $23.47 | $68.10 |
| Carpenters, Drywall Hangers, Framers, Instrument  Men, Lathers, Soft Floor Layers | 5/1/2023 |  | $34.37 | $17.89 | $52.26 |
| Carpenters, Drywall Hangers, Framers, Instrument  Men, Lathers, Soft Floor Layers | 5/1/2024 |  | $35.92 | $17.89 | $53.81 |
| Carpenters, Drywall Hangers, Framers, Instrument  Men, Lathers, Soft Floor Layers | 5/1/2025 |  | $37.47 | $17.89 | $55.36 |
| Carpenters, Soft Floor Layers | 5/1/2021 |  | $31.72 | $17.29 | $49.01 |
| Cement Masons | 5/1/2022 |  | $31.89 | $17.61 | $49.50 |
| Drywall Finisher | 5/1/2023 |  | $25.51 | $24.03 | $49.54 |
| Drywall Finisher | 5/1/2025 |  | $27.87 | $26.22 | $54.09 |
| Drywall Hanger | 5/1/2018 |  | $30.51 | $16.05 | $46.56 |
| Electricians & Telecommunications Installation  Technician | 6/1/2022 |  | $34.25 | $27.73 | $61.98 |
| Electricians & Telecommunications Installation  Technician | 6/1/2023 |  | $35.50 | $28.73 | $64.23 |
| Electricians & Telecommunications Installation  Technician | 7/12/2024 |  | $37.35 | $29.50 | $66.85 |
| Elevator Constructor | 1/1/2023 |  | $56.14 | $42.83 | $98.97 |
| Elevator Constructor | 1/1/2024 |  | $58.55 | $43.87 | $102.42 |
| Elevator Constructor | 1/1/2025 |  | $61.07 | $40.05 | $101.12 |
| Glazier | 6/1/2023 |  | $21.00 | $22.35 | $43.35 |
| Glazier | 6/1/2025 |  | $22.00 | $24.35 | $46.35 |
| Iron Workers | 6/1/2023 |  | $33.57 | $32.68 | $66.25 |
| Iron Workers | 6/1/2024 |  | $34.31 | $34.12 | $68.43 |
| Iron Workers | 6/1/2025 |  | $35.95 | $34.72 | $70.67 |
| Laborers (Class 01 - See notes) | 5/1/2023 |  | $24.84 | $20.02 | $44.86 |
| Laborers (Class 01 - See notes) | 5/1/2024 |  | $26.09 | $20.27 | $46.36 |
| Laborers (Class 01 - See notes) | 5/1/2025 |  | $27.34 | $20.52 | $47.86 |
| Laborers (Class 01 - See notes) | 5/1/2026 |  | $28.59 | $20.77 | $49.36 |
| Laborers (Class 01 - See notes) | 5/1/2027 |  | $30.09 | $21.02 | $51.11 |
| Laborers (Class 02 - See notes) | 5/1/2019 |  | $21.94 | $18.92 | $40.86 |
| Laborers (Class 03 - See notes) | 5/1/2023 |  | $25.49 | $20.02 | $45.51 |
| Laborers (Class 03 - See notes) | 5/1/2024 |  | $26.74 | $20.27 | $47.01 |
| Laborers (Class 03 - See notes) | 5/1/2025 |  | $27.99 | $20.52 | $48.51 |
| Laborers (Class 03 - See notes) | 5/1/2026 |  | $29.24 | $20.77 | $50.01 |
| Laborers (Class 03 - See notes) | 5/1/2027 |  | $30.74 | $21.02 | $51.76 |
| Landscape Laborer (Skilled) | 1/1/2023 |  | $23.79 | $18.28 | $42.07 |
| Landscape Laborer (Skilled) | 1/1/2024 |  | $24.79 | $18.53 | $43.32 |

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| **Project: 25-04510 - Building** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| Landscape Laborer (Skilled) | 1/1/2025 |  | $25.79 | $18.78 | $44.57 |
| Landscape Laborer (Skilled) | 1/1/2026 |  | $26.79 | $19.03 | $45.82 |
| Landscape Laborer (Tractor Operator) | 1/1/2023 |  | $24.09 | $18.28 | $42.37 |
| Landscape Laborer (Tractor Operator) | 1/1/2024 |  | $25.09 | $18.53 | $43.62 |
| Landscape Laborer (Tractor Operator) | 1/1/2025 |  | $26.09 | $18.78 | $44.87 |
| Landscape Laborer (Tractor Operator) | 1/1/2026 |  | $27.09 | $19.03 | $46.12 |
| Landscape Laborer | 1/1/2023 |  | $23.37 | $18.28 | $41.65 |
| Landscape Laborer | 1/1/2024 |  | $24.37 | $18.53 | $42.90 |
| Landscape Laborer | 1/1/2025 |  | $25.37 | $18.78 | $44.15 |
| Landscape Laborer | 1/1/2026 |  | $26.37 | $19.03 | $45.40 |
| Millwright | 6/1/2020 |  | $41.68 | $20.32 | $62.00 |
| Operators (Class 01 - see notes) | 5/1/2022 |  | $32.10 | $19.79 | $51.89 |
| Operators (Class 01 - see notes) | 5/1/2023 |  | $32.75 | $20.69 | $53.44 |
| Operators (Class 02 -see notes) | 5/1/2022 |  | $31.43 | $19.79 | $51.22 |
| Operators (Class 02 -see notes) | 5/1/2023 |  | $32.08 | $20.69 | $52.77 |
| Operators (Class 03 - See notes) | 5/1/2022 |  | $27.25 | $19.79 | $47.04 |
| Operators (Class 03 - See notes) | 5/1/2023 |  | $27.90 | $20.69 | $48.59 |
| Operators (Class 04 - Chief of Party (Surveying and  Layout)) | 5/1/2023 |  | $28.92 | $20.69 | $49.61 |
| Operators (Class 04 - Rodman/Chainman (Surveying and Layout)) | 5/1/2023 |  | $27.90 | $20.69 | $48.59 |
| Operators (Class 04 - Surveying Instrument Man) | 5/1/2023 |  | $28.19 | $20.69 | $48.88 |
| Painters (Bridges, Stacks, Towers) | 5/1/2020 |  | $25.87 | $19.95 | $45.82 |
| Painters (Bridges, Stacks, Towers) | 5/1/2025 |  | $30.12 | $26.22 | $56.34 |
| Painters (Brush and Roller)(Commercial) | 5/1/2023 |  | $25.26 | $24.03 | $49.29 |
| Painters (Brush and Roller)(Commercial) | 5/1/2024 |  | $26.37 | $25.42 | $51.79 |
| Painters (Brush and Roller)(Commercial) | 5/1/2025 |  | $27.62 | $26.22 | $53.84 |
| Painters (Brush and Roller)(Industrial) | 5/1/2022 |  | $24.79 | $22.75 | $47.54 |
| Painters (Brush and Roller)(Industrial) | 5/1/2025 |  | $28.12 | $26.22 | $54.34 |
| Painters (Spray and Sandblasting)(Commercial) | 5/1/2023 |  | $26.01 | $24.03 | $50.04 |
| Painters (Spray and Sandblasting)(Commercial) | 5/1/2024 |  | $27.12 | $25.42 | $52.54 |
| Painters (Spray and Sandblasting)(Commercial) | 5/1/2025 |  | $28.37 | $26.22 | $54.59 |
| Painters (Spray and Sandblasting)(Industrial) | 5/1/2022 |  | $25.54 | $22.75 | $48.29 |
| Painters (Spray and Sandblasting)(Industrial) | 5/1/2025 |  | $28.87 | $26.22 | $55.09 |
| Painters Class 6 (see notes) | 5/1/2020 |  | $23.62 | $19.95 | $43.57 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2023 |  | $58.70 | $21.22 | $79.92 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2024 |  | $60.95 | $21.97 | $82.92 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2025 |  | $62.82 | $22.72 | $85.54 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2026 |  | $64.70 | $23.47 | $88.17 |
| Piledrivers | 1/1/2023 |  | $39.13 | $21.22 | $60.35 |
| Piledrivers | 1/1/2024 |  | $40.63 | $21.97 | $62.60 |
| Piledrivers | 1/1/2025 |  | $41.88 | $22.72 | $64.60 |
| Piledrivers | 1/1/2026 |  | $43.13 | $23.47 | $66.60 |
| Plasterers | 6/1/2023 |  | $32.14 | $20.54 | $52.68 |
| Plasterers | 6/1/2024 |  | $33.14 | $21.04 | $54.18 |

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| **Project: 25-04510 - Building** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| plumber | 6/1/2023 |  | $46.98 | $25.87 | $72.85 |
| plumber | 6/1/2024 |  | $50.08 | $25.87 | $75.95 |
| plumber | 6/1/2025 |  | $53.28 | $25.87 | $79.15 |
| plumber | 6/1/2026 |  | $56.38 | $25.87 | $82.25 |
| plumber | 6/1/2027 |  | $59.48 | $25.87 | $85.35 |
| Pointers, Caulkers, Cleaners | 6/1/2024 |  | $38.59 | $21.36 | $59.95 |
| Pointers, Caulkers, Cleaners | 12/1/2024 |  | $39.69 | $21.61 | $61.30 |
| Roofers | 5/1/2023 |  | $33.00 | $17.66 | $50.66 |
| Roofers | 5/1/2024 |  | $35.03 | $17.18 | $52.21 |
| Sheet Metal Workers | 8/1/2023 |  | $41.00 | $32.94 | $73.94 |
| Sheet Metal Workers | 7/1/2024 |  | $43.00 | $33.96 | $76.96 |
| Sign Makers and Hangars | 7/15/2023 |  | $31.76 | $24.63 | $56.39 |
| Sign Makers and Hangars | 7/15/2024 |  | $32.32 | $25.82 | $58.14 |
| Sprinklerfitters | 4/1/2023 |  | $44.33 | $28.04 | $72.37 |
| Sprinklerfitters | 4/1/2024 |  | $46.45 | $28.62 | $75.07 |
| Steamfitters | 6/1/2023 |  | $44.10 | $28.37 | $72.47 |
| Steamfitters | 6/1/2024 |  | $48.15 | $29.57 | $77.72 |
| Stone Masons | 12/1/2022 |  | $38.56 | $23.61 | $62.17 |
| Terrazzo Finisher | 6/1/2023 |  | $39.79 | $18.47 | $58.26 |
| Terrazzo Finisher | 12/1/2024 |  | $41.04 | $18.72 | $59.76 |
| Terrazzo Mechanics | 12/1/2022 |  | $35.49 | $20.32 | $55.81 |
| Terrazzo Mechanics | 6/1/2024 |  | $39.14 | $20.77 | $59.91 |
| Terrazzo Mechanics | 12/1/2024 |  | $40.39 | $21.02 | $61.41 |
| Tile Finisher | 6/1/2024 |  | $31.56 | $17.74 | $49.30 |
| Tile Finisher | 12/1/2024 |  | $32.51 | $17.99 | $50.50 |
| Tile Setter | 12/1/2022 |  | $35.64 | $21.81 | $57.45 |
| Tile Setter | 6/1/2024 |  | $38.46 | $22.19 | $60.65 |
| Tile Setter | 12/1/2024 |  | $39.41 | $22.44 | $61.85 |
| Truckdriver class 1(see notes) | 1/1/2023 |  | $33.18 | $22.21 | $55.39 |
| Truckdriver class 1(see notes) | 1/1/2024 |  | $34.93 | $22.71 | $57.64 |
| Truckdriver class 1(see notes) | 1/1/2025 |  | $36.43 | $23.21 | $59.64 |
| Truckdriver class 1(see notes) | 1/1/2026 |  | $37.93 | $23.71 | $61.64 |
| Truckdriver class 2 (see notes) | 1/1/2023 |  | $33.64 | $22.52 | $56.16 |
| Truckdriver class 2 (see notes) | 1/1/2024 |  | $35.39 | $23.02 | $58.41 |
| Truckdriver class 2 (see notes) | 1/1/2025 |  | $36.89 | $23.52 | $60.41 |
| Truckdriver class 2 (see notes) | 1/1/2026 |  | $38.39 | $24.02 | $62.41 |
| Wallcoverer | 5/1/2022 |  | $24.54 | $22.75 | $47.29 |
| Wallcoverer | 5/1/2025 |  | $28.62 | $26.22 | $54.84 |
| Window Film / Tint Installer | 10/1/2019 |  | $25.00 | $2.63 | $27.63 |

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| **Project: 25-04510 - Heavy/Highway** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| Carpenter | 1/1/2023 |  | $38.60 | $20.59 | $59.19 |
| Carpenter | 1/1/2024 |  | $40.10 | $21.34 | $61.44 |
| Carpenter | 1/1/2025 |  | $41.35 | $22.09 | $63.44 |
| Carpenter | 1/1/2026 |  | $42.60 | $22.84 | $65.44 |
| Carpenter Welder | 1/1/2023 |  | $40.10 | $20.59 | $60.69 |
| Carpenter Welder | 1/1/2024 |  | $41.60 | $21.34 | $62.94 |
| Carpenter Welder | 1/1/2025 |  | $42.85 | $22.09 | $64.94 |
| Carpenter Welder | 1/1/2026 |  | $44.10 | $22.84 | $66.94 |
| Carpenters - Piledriver/Welder | 1/1/2023 |  | $40.63 | $21.22 | $61.85 |
| Carpenters - Piledriver/Welder | 1/1/2024 |  | $42.13 | $21.97 | $64.10 |
| Carpenters - Piledriver/Welder | 1/1/2025 |  | $43.38 | $22.72 | $66.10 |
| Carpenters - Piledriver/Welder | 1/1/2026 |  | $44.63 | $23.47 | $68.10 |
| Cement Finishers | 1/1/2023 |  | $34.14 | $25.05 | $59.19 |
| Cement Finishers | 1/1/2024 |  | $35.14 | $26.30 | $61.44 |
| Cement Finishers | 1/1/2025 |  | $35.94 | $27.50 | $63.44 |
| Cement Masons | 1/1/2020 |  | $32.84 | $21.10 | $53.94 |
| Electric Lineman | 8/29/2022 |  | $62.66 | $28.08 | $90.74 |
| Electric Lineman | 9/4/2023 |  | $64.68 | $29.01 | $93.69 |
| Electric Lineman | 1/1/2024 |  | $64.46 | $29.23 | $93.69 |
| Electric Lineman | 9/2/2024 |  | $66.56 | $30.17 | $96.73 |
| Electric Lineman | 1/1/2025 |  | $66.33 | $30.40 | $96.73 |
| Iron Workers (Bridge, Structural Steel, Ornamental,  Precast, Reinforcing) | 6/1/2023 |  | $33.57 | $32.68 | $66.25 |
| Iron Workers (Bridge, Structural Steel, Ornamental,  Precast, Reinforcing) | 6/1/2024 |  | $34.31 | $34.12 | $68.43 |
| Iron Workers (Bridge, Structural Steel, Ornamental,  Precast, Reinforcing) | 6/1/2025 |  | $35.95 | $34.72 | $70.67 |
| Laborers (Class 01 - See notes) | 1/1/2023 |  | $29.95 | $25.50 | $55.45 |
| Laborers (Class 01 - See notes) | 1/1/2024 |  | $32.20 | $25.50 | $57.70 |
| Laborers (Class 01 - See notes) | 1/1/2025 |  | $33.70 | $26.00 | $59.70 |
| Laborers (Class 01 - See notes) | 1/1/2026 |  | $34.70 | $27.00 | $61.70 |
| Laborers (Class 02 - See notes) | 1/1/2023 |  | $30.11 | $25.50 | $55.61 |
| Laborers (Class 02 - See notes) | 1/1/2024 |  | $32.36 | $25.50 | $57.86 |
| Laborers (Class 02 - See notes) | 1/1/2025 |  | $33.86 | $26.00 | $59.86 |
| Laborers (Class 02 - See notes) | 1/1/2026 |  | $34.86 | $27.00 | $61.86 |
| Laborers (Class 03 - See notes) | 1/1/2023 |  | $30.50 | $25.50 | $56.00 |
| Laborers (Class 03 - See notes) | 1/1/2024 |  | $32.75 | $25.50 | $58.25 |
| Laborers (Class 03 - See notes) | 1/1/2025 |  | $34.25 | $26.00 | $60.25 |
| Laborers (Class 03 - See notes) | 1/1/2026 |  | $35.25 | $27.00 | $62.25 |
| Laborers (Class 04 - See notes) | 1/1/2023 |  | $30.95 | $25.50 | $56.45 |
| Laborers (Class 04 - See notes) | 1/1/2024 |  | $33.20 | $25.50 | $58.70 |
| Laborers (Class 04 - See notes) | 1/1/2025 |  | $34.70 | $26.00 | $60.70 |
| Laborers (Class 04 - See notes) | 1/1/2026 |  | $35.70 | $27.00 | $62.70 |
| Laborers (Class 05 - See notes) | 1/1/2023 |  | $31.36 | $25.50 | $56.86 |
| Laborers (Class 05 - See notes) | 1/1/2024 |  | $33.61 | $25.50 | $59.11 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project: 25-04510 - Heavy/Highway** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| Laborers (Class 05 - See notes) | 1/1/2025 |  | $35.11 | $26.00 | $61.11 |
| Laborers (Class 05 - See notes) | 1/1/2026 |  | $36.11 | $27.00 | $63.11 |
| Laborers (Class 06 - See notes) | 1/1/2023 |  | $28.20 | $25.50 | $53.70 |
| Laborers (Class 06 - See notes) | 1/1/2024 |  | $30.45 | $25.50 | $55.95 |
| Laborers (Class 06 - See notes) | 1/1/2025 |  | $31.95 | $26.00 | $57.95 |
| Laborers (Class 06 - See notes) | 1/1/2026 |  | $32.95 | $27.00 | $59.95 |
| Laborers (Class 07 - See notes) | 1/1/2023 |  | $30.95 | $25.50 | $56.45 |
| Laborers (Class 07 - See notes) | 1/1/2024 |  | $33.20 | $25.50 | $58.70 |
| Laborers (Class 07 - See notes) | 1/1/2025 |  | $34.70 | $26.00 | $60.70 |
| Laborers (Class 07 - See notes) | 1/1/2026 |  | $35.70 | $27.00 | $62.70 |
| Laborers (Class 08 - See notes) | 1/1/2023 |  | $32.45 | $25.50 | $57.95 |
| Laborers (Class 08 - See notes) | 1/1/2024 |  | $34.70 | $25.50 | $60.20 |
| Laborers (Class 08 - See notes) | 1/1/2025 |  | $36.20 | $26.00 | $62.20 |
| Laborers (Class 08 - See notes) | 1/1/2026 |  | $37.20 | $27.00 | $64.20 |
| Millwright | 6/1/2023 |  | $45.50 | $23.72 | $69.22 |
| Millwright | 6/1/2024 |  | $47.59 | $23.72 | $71.31 |
| Millwright | 6/1/2025 |  | $49.72 | $23.72 | $73.44 |
| Operators (Class 01 - see notes) | 1/1/2023 |  | $36.79 | $23.58 | $60.37 |
| Operators (Class 01 - see notes) | 1/1/2024 |  | $38.59 | $24.03 | $62.62 |
| Operators (Class 01 - see notes) | 1/1/2025 |  | $40.39 | $24.23 | $64.62 |
| Operators (Class 01 - see notes) | 1/1/2026 |  | $41.96 | $24.66 | $66.62 |
| Operators (Class 02 -see notes) | 1/1/2023 |  | $36.53 | $23.58 | $60.11 |
| Operators (Class 02 -see notes) | 1/1/2024 |  | $38.33 | $24.03 | $62.36 |
| Operators (Class 02 -see notes) | 1/1/2025 |  | $40.13 | $24.23 | $64.36 |
| Operators (Class 02 -see notes) | 1/1/2026 |  | $41.70 | $24.66 | $66.36 |
| Operators (Class 03 - See notes) | 1/1/2023 |  | $32.88 | $23.58 | $56.46 |
| Operators (Class 03 - See notes) | 1/1/2024 |  | $34.68 | $24.03 | $58.71 |
| Operators (Class 03 - See notes) | 1/1/2025 |  | $36.48 | $24.23 | $60.71 |
| Operators (Class 03 - See notes) | 1/1/2026 |  | $38.05 | $24.66 | $62.71 |
| Operators (Class 04 - See notes) | 1/1/2023 |  | $32.42 | $23.58 | $56.00 |
| Operators (Class 04 - See notes) | 1/1/2024 |  | $34.22 | $24.03 | $58.25 |
| Operators (Class 04 - See notes) | 1/1/2025 |  | $36.02 | $24.23 | $60.25 |
| Operators (Class 04 - See notes) | 1/1/2026 |  | $37.59 | $24.66 | $62.25 |
| Operators (Class 05 - See notes) | 1/1/2023 |  | $32.17 | $23.58 | $55.75 |
| Operators (Class 05 - See notes) | 1/1/2024 |  | $33.97 | $24.03 | $58.00 |
| Operators (Class 05 - See notes) | 1/1/2025 |  | $35.77 | $24.23 | $60.00 |
| Operators (Class 05 - See notes) | 1/1/2026 |  | $37.34 | $24.66 | $62.00 |
| Operators Class 1-A | 1/1/2023 |  | $39.79 | $23.58 | $63.37 |
| Operators Class 1-A | 1/1/2024 |  | $41.59 | $24.03 | $65.62 |
| Operators Class 1-A | 1/1/2025 |  | $43.39 | $24.23 | $67.62 |
| Operators Class 1-A | 1/1/2026 |  | $44.96 | $24.66 | $69.62 |
| Operators Class 1-B | 1/1/2023 |  | $38.79 | $23.58 | $62.37 |
| Operators Class 1-B | 1/1/2024 |  | $40.59 | $24.03 | $64.62 |
| Operators Class 1-B | 1/1/2025 |  | $42.39 | $24.23 | $66.62 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project: 25-04510 - Heavy/Highway** | **Effective Date** | **Expiration Date** | **Hourly Rate** | **Fringe Benefits** | **Total** |
| Operators Class 1-B | 1/1/2026 |  | $43.96 | $24.66 | $68.62 |
| Painters (Bridges, Stacks, Towers) | 5/1/2022 |  | $26.79 | $22.75 | $49.54 |
| Painters (Bridges, Stacks, Towers) | 5/1/2023 |  | $27.76 | $24.03 | $51.79 |
| Painters (Bridges, Stacks, Towers) | 5/1/2025 |  | $30.12 | $26.22 | $56.34 |
| Painters (Brush and Roller)(Commercial) | 5/1/2025 |  | $27.62 | $26.22 | $53.84 |
| Painters (Brush and Roller)(Industrial) | 5/1/2023 |  | $25.76 | $24.03 | $49.79 |
| Painters (Brush and Roller)(Industrial) | 5/1/2025 |  | $28.12 | $26.22 | $54.34 |
| Painters (Spray and Sandblasting)(Commercial) | 5/1/2025 |  | $28.37 | $26.22 | $54.59 |
| Painters (Spray and Sandblasting)(Industrial) | 5/1/2022 |  | $25.54 | $22.75 | $48.29 |
| Painters (Spray and Sandblasting)(Industrial) | 5/1/2023 |  | $26.51 | $24.03 | $50.54 |
| Painters (Spray and Sandblasting)(Industrial) | 5/1/2025 |  | $28.87 | $26.22 | $55.09 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2023 |  | $58.70 | $21.22 | $79.92 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2024 |  | $60.95 | $21.97 | $82.92 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2025 |  | $62.82 | $22.72 | $85.54 |
| Pile Driver Divers (Building, Heavy, Highway) | 1/1/2026 |  | $64.70 | $23.47 | $88.17 |
| Piledrivers | 1/1/2023 |  | $39.13 | $21.22 | $60.35 |
| Piledrivers | 1/1/2024 |  | $40.63 | $21.97 | $62.60 |
| Piledrivers | 1/1/2025 |  | $41.88 | $22.72 | $64.60 |
| Piledrivers | 1/1/2026 |  | $43.13 | $23.47 | $66.60 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2022 |  | $48.43 | $40.28 | $88.71 |
| Truckdriver class 1(see notes) | 1/1/2023 |  | $33.18 | $22.21 | $55.39 |
| Truckdriver class 1(see notes) | 1/1/2024 |  | $34.93 | $22.71 | $57.64 |
| Truckdriver class 1(see notes) | 1/1/2025 |  | $36.43 | $23.21 | $59.64 |
| Truckdriver class 1(see notes) | 1/1/2026 |  | $37.93 | $23.71 | $61.64 |
| Truckdriver class 2 (see notes) | 1/1/2023 |  | $33.64 | $22.52 | $56.16 |
| Truckdriver class 2 (see notes) | 1/1/2024 |  | $35.39 | $23.02 | $58.41 |
| Truckdriver class 2 (see notes) | 1/1/2025 |  | $36.89 | $23.52 | $60.41 |
| Truckdriver class 2 (see notes) | 1/1/2026 |  | $38.39 | $24.02 | $62.41 |

**ATTACHMENT G**

**Policy 610.1 RESPONSIBLE CONTRACTING WITH DISTRICT**



|  |  |
| --- | --- |
| Book | Policy Manual |
| Section | 600 Finances |
| Title | Responsible Contracting with the District |
| Code | 610.1 |
| Status | Active |
| Adopted | March 12, 2025 |
| Last Revised | March 12, 2025 |
| Last Reviewed | January 5, 2021 |

# Purpose

The district recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personal and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for public contracts and to protect the district's investments in such contracts, prospective contractors should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past performance, safety, law compliance and business integrity.

Further, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors to participate in established, formal apprenticeship training programs as a condition of bidding for the purpose of both promoting successful project delivery and ensuring future workforce development. The district also recognizes that it is beneficial to the local community to ensure that firms receiving public contracts provide adequate wages and benefits to their employees and utilize fair business, employment and training practices that have a positive impact on local communities affected by such contracts. The district further recognizes that the benefits inherent in employing persons in minority groups reflective of the minority population in the local community and desires to ensure that firms receiving public contracts make their best effort to employ minorities in their workforces.

Therefore, the district shall require compliance with the provisions of this policy by business entities seeking to provide services to the district as specified herein. The requirements of this policy are intended to supplement, not replace, existing contractor qualification and performance standards or criteria currently required by law, Board policy or contracting documents. However, in the event that any of the provisions of this policy conflict with any Board policy or contracting documents of the district, this policy shall prevail.

# Guidelines

Responsible Contractor Requirements

Except as provided for otherwise, all contractors of any tier that perform work, or any portion of a work, valued at over $25,000.00 on any public facility or public works project, including construction, alterations, renovation, repair, service or maintenance work, shall meet the requirements of this policy. This policy shall not apply to contracts let by the school district pursuant to the emergency contracting provisions of section 751 of the School Code, or to asbestos abatement contracts where the contractor and its employees are certified to perform asbestos remediation work through the Pennsylvania Department of Labor and Industry.[[1]](http://www.legis.state.pa.us/cfdocs/legis/LI/uconsCheck.cfm?txtType=HTM&yr=1949&sessInd=0&smthLwInd=0&act=14&chpt=7&sctn=51&subsctn=0)

All firms engaged in contracts covered by this policy shall be qualified, responsible contractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial, and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.

All firms engaged in contracts covered by this policy shall agree to and comply with workforce diversity requirements outlined herein for the duration of the entity's contractual relationship on public works with district schools. To meet the workforce diversity requirements, the firm must make a good faith effort to maximize the number of minority employees employed in its workforce. The firm demonstrates its good faith effort by, during the certification process outlined below, presenting to the district written and verifiable documentation of the following steps taken by the firm:

1. Interviewing graduates from the joint Erie Housing Authority and Erie's Public Schools "Step-Up" Pre-Apprentice Program.

1. Notifying each subcontractor, if any, with whom the firm has contracted to perform the work, that the workforce diversity requirements outlined in this section apply to each subcontractor. The firm is required to ensure that they subcontractor comply with the workforce diversity requirements as outlined in this policy, and require that the subcontractor cooperate with the firm's effort to comply.

1. Notify the district if the firm has a good faith belief that a subcontractor covered by these requirements has failed to comply.

1. Prepare and send outreach letters concerning job opportunities to, at a minimum and among other like organizations, the following organizations and entities:

* 1. All public housing tenant organizations located in the City of Erie;

* 1. All public housing offices located in the City of Erie;

* 1. Erie City and County Affirmative Action Offices;

* 1. Neighborhood centers located in the City of Erie, including, but not limited to the John F. Kennedy Center, Martin Luther King Center, and Booker T. Washington Center;

* 1. The local office of the National Association for the Advancement of Colored People;

* 1. The local office of the Multicultural Center;

* 1. The local office of the International Institute; and

* 1. Women's organizations, including, but not limited to, the Young Women's Christian Association, Grass Roots Opportunities for Women, Horizon House, Minority Health Education Delivery System, and Community House Inc.

* 1. Any other organizations as directed by the district at a job conference.

1. All written documentation of these steps must be verifiable and provided to the district during the certification process outlined below and must be made available to the district upon request.

* 1. Firms may provide written documentation in the following forms:

* + 1. Copies of correspondence;

* + 1. Interview notices or schedules;

* + 1. Notices sent to interviewees on the disposition of their job application; or,

* + 1. Monthly employment utilization reports.

1. In lieu of the above process, a firm may submit other evidence to the district which shows the firm's current and ongoing best faith efforts at achieving or maintaining workforce diversity.

Contractor Responsibility Certifications

As a condition of performing work on a public works contract subject to this policy, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for contract.

The Contractor Responsibility Certification shall be completed on a form provided by the district and shall reference the project for which a bid is being submitted by name and contract or project number.

In the Contractor Responsibility Certification, the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

1. The firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certifications required to: (a) do business in the City of Erie; and (b) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to selfperform.

1. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers' compensation insurance and unemployment insurance requirements.

1. The firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.

1. The firm has not defaulted on any project in the past three (3) years.

1. The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.

1. The firm has not been cited for a willful violation of federal or state safety laws in the past three (3) years.

1. The firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years.

1. The firm has not within the past three (3) years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environment laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $1,000 or more.

1. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state or local wage laws.

1. The firm has made its best efforts to comply with the workforce diversity requirements outlined in this policy.

1. The firm participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

* 1. For purposes of this section, a **Class A Apprenticeship Program** is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three (3) of the past five (5) years.

* 1. If a firm is identified as the lowest responsible bidder or otherwise selected as the prospective awardee, it shall provide appropriate documentation, as determined by the district, to verify it meets the requirements of this section for each trade or classification of craft workers it will employ on the project. This verification shall be provided prior to performance of work by the firm.

1. The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified subcontractors.

1. The firm will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of this project.

1. The firm shall notify Erie's Public Schools within seven (7) days of any material changes to all matters attested to in this certification.

1. The firm understands that the Contractor Responsibility Certification required by this section shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete and accurate.

Execution of the Contractor Responsibility Certification required by this policy shall not establish a presumption of contractor responsibility and the district may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including technical qualifications, financial capacity or other resources and performance capabilities. The district may require that such information be included in a separate Contractor Responsibility Certification.

If the submitting firm has ever operated under another name or controls, is controlled by, or controlled or was controlled by, another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach a separate statement to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

If a firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from the bidding. No action of any nature shall lie against the district because of its refusal to accept a bid for failing to provide information required by this section.

Notice of Intent to Award Contract

After it has received bids for a project, the district may issue a Notice of Intent to Award Contract to the firm offering the lowest responsive bid.

Such notice shall be issued immediately or as soon as practicable after bids are submitted and shall stipulate that the contract award will be conditioned on issuance of written Contractor Responsibility Determination, as required by this policy and any other conditions determined appropriate by the district.

Subcontractor Lists

At the time it submits its bid for contract, each bidder shall submit to the district a subcontractor list containing the names of subcontractors that will be used for the referenced project, their addresses, and a description of the work each listed subcontractor will perform on the project.

Contractor Responsibility Review and Determination

A determination of contractor responsibility by the district shall be made prior to the issuance of a Notice of Intent to Award Contract. Such determination must be made part of the contract documents.

As part of this review process, the district shall ensure that the Contractor Responsibility Certification and the subcontractor list, as required by this policy, have been submitted and properly executed.

The district may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the district may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

If at the conclusion of its internal review, the district determines that Contractor Responsibility Certifications have been properly completed and executed and if it concludes that the qualifications, background and qualifications of the awardee and the firms on its subcontractors list are satisfactory, it shall issue a written Contractor Responsibility Determination verifying that the prospective awardee is a qualified, responsible contractor.

In the event a firm is determined non-responsible, a Responsibility Determination has been revoked or revised after issuance, or if the firm is otherwise disqualified from working for the district per the requirements of this policy, the district shall provide the firm with written notice of any such determination. Notice will be sent as soon as practicable but not later than ten (10) days following said determination. The firm may request a hearing before the district within thirty (30) days of the date of notice. Hearings will be conducted in accordance with the Local

Agency Law, 2 Pa. C.S. §§ 551- 555.[[2]](http://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=02)

If a firm is determined non-responsible as per above, the district shall proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project.

The Contractor Responsibility Determination shall be issued with the Notice of Intent to Award Contract. The Responsibility Determination may be revoked or revised in any manner at any time if the district obtains relevant information warranting any such revocation or revisions.

Public Review Process

The Contractor Responsibility Certification for a firm identified in a Notice of Intent to Award Contract and subcontractor list shall be made immediately available to the public for inspection through a publicly accessible website or other comparable means for a period of at least five (5) calendar days.

During the public review period, any person or organization may protest a contractor for failing to meet applicable requirements of this policy or on any other relevant grounds by submitting a letter with supporting evidence to the district.

If the district determines that a Contractor Responsibility Certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be prohibited from performing work for the district for a period of three (3) years and shall be subject to any other penalties and sanctions, including contract termination, available to the district under law. A contract terminated under these circumstances shall further entitle the district to withhold payment of any monies due to the firm as liquidated damages.

A procurement contract subject to this policy shall not be executed until all requirements of this policy have been fulfilled and until Contractor Responsibility Certifications and subcontractor lists have been made available for public inspection for at least five (5) calendar days.

Severability Effective Date

If any provision of this policy shall be held to be invalid or unenforceable by a court of competent jurisdiction, any such holding shall not invalidate any other provisions of this policy and all remaining provisions shall remain in full force and effect.

This policy shall become effective upon adoption and the district shall take such anticipatory administrative action in advance as shall be necessary for the implementation of this policy. The district may adopt administrative regulations implementing this policy.

The requirements of this policy shall not apply to contracts executed prior to the effective date of this policy, except that the exercise of an option on a contract covered by this policy shall be deemed to create a new contract for purposes of this ordinance.

Legal [1. 24 P.S. 751](http://www.legis.state.pa.us/cfdocs/legis/LI/uconsCheck.cfm?txtType=HTM&yr=1949&sessInd=0&smthLwInd=0&act=14&chpt=7&sctn=51&subsctn=0)

[2. 2 Pa. C.S.A. 551 et seq](http://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=02)

Pol. 610

Pol. 626

Pol. 818

**ATTACHMENT H**

**CONTRACTOR RESPONSIBILITY CERTIFICATION FORM**

Erie’s Public schools

contractor responsibility certification form

Project name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

contract or project number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am an authorized representative of  
(Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), I am sufficiently knowledgeable,   
(Name of Contractor)

authorized and qualified to certify the representations contained within this certification and that the following is correct and accurate:

# The Contractor has all valid and effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certifications required to (a) do business in the City of Erie; and (b) perform the work contemplated by the Contract. Such licenses, registrations or certifications include, but are not limited to, those required for any type of trade work or specialty work which the Contractor proposes to self-perform.

# The Contractor meets the bonding requirements for the Contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers’ compensation insurance and unemployment insurance requirements.

# The Contractor has not been debarred by any federal, state or local government agency or authority in the past three (3) years.

# The Contractor has not defaulted on any project in the past three (3) years.

# The Contractor has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.

# The Contractor has not been cited for a willful violation of federal or state safety laws in the past three (3) years.

# The Contractor and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten (10) years.

# The Contractor has not within the past three (3) years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environment laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $1,000 or more.

# The Contractor will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state or local wage laws.

# The Contractor has made its best efforts to comply with the workforce diversity requirements as outlined in the Responsible Contracting With Erie’s Public Schools Policy 610.1 and will provide proof of the same upon demand.

# The Contractor participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

## For purposes of this paragraph, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for at least three of the past five years. If identified as the lowest responsible bidder or otherwise selected as the prospective awardee, the Contractor shall provide appropriate documentation, as approved by Erie’s Public Schools, verifying that it meets the requirements of this section for each trade or classification of craft workers it will employ on the project prior to the performance of work.

# The Contractor has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.

# The Contractor will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of this project.

# The Contractor shall notify Erie’s Public Schools within seven (7) days of any material changes to all matters attested to in this certification.

In the event that Contractor has ever operated under another name, is controlled by or controls another company or business entity, or in the past controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relations, I understand that I shall attach a statement to this Certification explaining, in detail, the nature of such relationships.

I understand that the execution of this Certification Form does not establish a presumption of contractor responsibility, and that Erie’s Public Schools may require any additional information it deems necessary to evaluate Contractor’s status as a responsible contractor.

CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Sign Name)

On this, the \_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, deposes and states that the facts set forth in the foregoing Subcontractor Responsibility Certification are true and correct to the best of his knowledge, information and belief, subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

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

|  |  |  |
| --- | --- | --- |
| COMMONWEALTH OF PENNSYLVANIA  COUNTY OF ERIE | ) ) ) | ss: |

On this, the \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.   
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Notary Public

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