

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The **Borough of Perkasio** located at **620 West Chestnut Street, Perkasio, PA 18944**, will receive contract proposals online **until 11:00 A.M.**, prevailing time on **August 20, 2024**:

Contract 2024-08: ENGINEERING AND DESIGN CONSULTATION SERVICES FOR THE REHABILITATION OF SOUTH PERKASIE BOROUGH COVERED TIMBER BRIDGE

The Borough is soliciting proposals for engineering and design consultation services for the rehabilitation of a historic timber covered bridge located in Lenape Park in Perkasio Borough. Companies submitting proposals must have demonstrated experience and expertise providing said services.

All Proposal Documents and solicitation details are available at no cost on the PennBid™ website <https://pennbid.bonfirehub.com/portal>. A nominal fee of 0.33% of the proposal amount (up to \$5,000) is assessed by PennBid™ only to proposers awarded contracts.

A virtual pre-proposal conference will be held at 10:00 A.M. local time on August 5, 2024. Representatives of Owner will be present to discuss the Project. Proposers are asked to attend and encouraged to participate in the conference call. The link for the conference on Zoom is <https://us02web.zoom.us/j/82437905400>.

A video replay of the virtual pre-proposal conference will be made available to registered attendees and also on PennBid.

Each proposal shall be submitted in accordance with the Request for Proposal.

Perkasio Borough reserves the right to waive any formalities or irregularities, and also reserves the right to reject any and all RFP's for any reason or no reason.

By Order of: Andrea L. Coaxum, Borough Manager
Dated: July 31, 2024



BOROUGH OF PERKASIE

620 W. Chestnut Street
PO Box 96
Perkasie, Pa. 18944-0096

(215) 257-5065
Fax (215) 257-7673

July 31, 2024

To: Prospective Consultants for Consultation Services for the Rehabilitation of South Perkasio Covered Timber Bridge
From: Andrea Coaxum, Perkasio Borough Manager
Re: Re-Issued Request for Covered Bridge Contract Proposal

Perkasie Borough has re-issued its Request for Proposal (RFP) for prospective engineering and design consultants for its historic covered bridge to ensure all requirements are met under the procurement standards required by FEMA and PEMA as project funders.

In consultation with both agencies, the Borough has retained a qualified consultant to work with all parties involved in the project to meet these standards.

The re-issued request for proposal is for architectural, engineering and design services, under § 200.320(b)(2) of the Code of Federal Regulations. The language in the RFP reflects these requirements, and a contract *cannot* be awarded exclusively on price or price-related factors due to the nature of the services or property to be acquired.

Perkasie Borough will offer a virtual meeting for those having questions about federal procurement standards, as well as an on-site meeting at the covered bridge, for parties who have not seen the structure. Dates and times for these meetings are:

Virtual Meeting: August 5, 2024 10 A.M. ET Link: <https://us02web.zoom.us/j/82437905400>

On behalf of our local community, the Borough looks forward to working with prospective consultants on this important project to restore the bridge to its proper use in our parks system.

Sincerely,

Andrea Coaxum,
Perkasie Borough Manager

Request for Proposal

**Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge**

Lenape Park, Borough of Perkasio, Bucks County, Pennsylvania

Contract No: 2024-08

Proposals Due: 11:00AM August 20, 2024

Table of Contents

1.0 Introduction 1

2.0 Background 1

3.0 Scope of Work 2

 3.1 Minimum Scope of Engineering and Design Services..... 2

 3.2 Historic Preservation and Safety Standards 3

 3.3 Funding 4

 3.4 Design Phase Scope of Services 4

 3.5 Construction Phase Consultation Scope of Services 4

 3.6 Duration of Agreement 5

4.0 Projected Timetable..... 5

5.0 Company's Responsibilities 5

6.0 Borough Responsibilities 5

7.0 Borough Rights and Authority..... 5

8.0 Proposal Procedures and Submission..... 5

 8.1 Pre-proposal Conferences..... 5

 8.2 Proposal Submission..... 6

 8.3 Requests for Clarification 7

9.0 Selection Criteria and Mandatory Requirements 7

 9.1 Primary Criteria 7

10.0 Method of Award 8

11.0 Interview / Presentation 8

12.0 Agreement..... 8

13.0 Term of Agreement..... 10

14.0 Required Format and Contents of Proposal 10

15.0 General Terms and Conditions 11

16.0 Federal Procurement Contract Provisions..... 14

 16.1 Termination for Cause and Convenience 14

 16.2 Equal Employment Opportunity 14

 16.3 Clean Air Act and Federal Water Pollution Control Act 16

 16.4 Debarment and Suspension 17

 16.5 Byrd Anti-Lobbying Amendment..... 17

 16.6 Procurement of Recovered Materials 17

 16.7 Prohibition on Contracting for Covered Telecommunications Equipment or Services..... 18

 16.8 Domestic Preferences for Procurements..... 19

 16.9 Access to Records..... 20

 16.10 Affirmative Socioeconomic Steps 20

17.0 Commonwealth of Pennsylvania Subcontractor Provisions 20

 17.1 Contractor Responsibility Provision, as per MD 215.9 (Amended): 20

 17.2 Nondiscrimination/Sexual Harassment Clause, as per MD 215.16 (Amended):..... 21

Appendix A: CERTIFICATION REGARDING LOBBYING 23

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

1.0 Introduction

The Borough of Perkasio (referenced throughout these instructions as the "Borough"), located in Bucks County, Pennsylvania is soliciting proposals for Engineering and Design Consultation Services for the Rehabilitation of a Historic Timber Covered Bridge from an independent contractor. Companies submitting proposals must have demonstrated experience of said services.

Throughout this document, the singular use of the words Company, Vendor, Contractor, Consultant, Proposer or Offeror shall apply to the responders of this request for each service, or all services proposed.

The executed contracts entered into as a result of this RFP must comply with the Federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200, including but not limited to the requirements set forth in Appendix II.

The Borough reserves the right to waive any formalities or irregularities, and also reserves the right to reject any and all RFP's for any reason or no reason.

2.0 Background

The South Perkasio Borough Covered Bridge consists of a single span lattice timber truss superstructure with a timber deck, timber sheathing and shingled roof. The bridge has been supported by a combination of concrete, stone masonry and concrete masonry unit (C.M.U.) abutments and wingwalls. There are asphalt paths extending from each approach to the bridge. The bridge is currently closed, and a chain-link fence has been installed around the perimeter of the bridge site to prevent access by the general public. The bridge, abutments, wingwalls and approach paths suffered damage from a flood event on September 1, 2021. Currently, the bridge has temporary bracing and rigging and is temporarily supported on timber cribbing along the north truss. The current condition of the bridge has expedited the need for the rehabilitation of the bridge.

The bridge span is approximately 76 ½ feet with an overall out-to-out (o-t-o) length of approximately 93 feet 3 inches. The clear width of the bridge between the interior timber lattice members is approximately 15'-0", with an approximate o-t-o width of 17 ½ feet and is on a skew of approximately 90-degrees. The bridge was built in 1832 and moved to its current location within Lenape Park in 1958.

The expected scope of the rehabilitation will include identifying all existing damage, storm damage, deterioration, rot and any additional other deleterious conditions that require repair that are recommended by the selected Firm for the bridge structural and nonstructural components, including the substructure and foundations. The design and construction of the substructure are included as part of this project. The restored bridge is anticipated to be elevated above the base flood elevation and be supported by a new substructure and foundations at a location to be selected by the Borough. Therefore, the selected Firm must account for any modifications to the existing timber bridge and site that are necessary and proposed by the selected Firm as part of the planned bridge rehabilitation and repair strategy, as necessary to achieve proper bearing and fit atop the new substructure.

It is intended to repair and reuse all of the existing timber components to the maximum extent possible. New wood and timber products and appurtenances are only to supplement salvaged wood and timber obtained from the existing bridge, or replace damaged elements. If timber components from outside sources are required, they must be specified based on recommendations in the Federal Highway Administration Covered Bridge Manual, Guidelines for Rehabilitating Historic Covered Bridges, and other known guidance. A Historic Preservation Consultant may be selected and retained by the Borough to assist in such matters.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

3.0 Scope of Work

3.1 Minimum Scope of Engineering and Design Services

In general, the following minimum scope of engineering and design services are to be furnished by the selected Firm for the planned repair and rehabilitation of the bridge:

- conduct an in-depth bridge inspection, evaluation, survey and condition assessment of all existing damage, deterioration, rot, including identification of any additional items requiring repair of the bridge components. This includes all structural and nonstructural timber and non-timber bridge members, components, bracing, sheathing, decking, roof system, shingles, connections, etc.
- perform structural assessment and historic evaluation to identify which components can be repaired and/or rehabilitated versus those that need to be removed and replaced;
- furnish a report to the Borough summarizing the results of the in-depth bridge inspection, condition assessment, structural assessment and historic evaluation;
- include a component list of all timber and non-timber bridge components, identified piece-by-piece, sizes, quantities, locations, condition, status and recommendation for repair, adaptive re-use, rehabilitation, removal or replacement;
- develop and submit an Estimate of Probable Construction Cost for the entire bridge rehabilitation, and include all timber and non-timber bridge components regardless of member status;
- prepare Construction Drawings, Technical Specifications, Special Provisions and Documents for the proposed repair, rehabilitation, removal and replacement of the bridge components that are signed and sealed by a licensed Professional Engineer registered in good standing in the Commonwealth of Pennsylvania;
- furnish documents to the Borough for upload to an electronic proposal service;
- respond to RFIs from prospective construction consultants during the proposal process;
- attend one (1) on site pre-proposal meeting and one (1) on site pre-construction meeting;
- assist Borough with preparation of minutes and addenda from pre-proposal and pre-construction meetings, as required;
- review submittals and documentation for the historic rehabilitation items;
- review of Contractor's submittals including but not limited to: material and source of supply submittals, shop drawings, temporary works including shoring, primary and secondary temporary supports, bracing, rigging, lifting plans, procedures and sequences, material certification forms, etc.;
- review requests for work orders, change orders or other requests for modification of the contract work, schedule or price;
- provide recommendations to the Borough regarding the approval or rejection of work orders, change orders or other requests for modification of the contract work, schedule or price;
- provide an allowance for five (5) part-time site visits to account for construction phase meetings and/or field views during construction;
- prepare typed versions of the daily field reports for each site visit and submit within five (5) working days of the field visit;
- upload field reports and photographs to a file share site (for example, DROPBOX) and provide access to all reports and photographs to the Borough and Borough Engineer;
- conduct one (1) substantial completion inspection & prepare prefinal punch list based upon this inspection;
- conduct one (1) final inspection to perform a compliance review of prefinal punch list items & closeout the project items;

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

- provide a \$1,500.00 basic allowance for reimbursable expenses for travel to and from the site, out-of-office meetings, reproduction of documents, submittals, etc., with additional expenses to be approved by the Borough as warranted.

3.1.1. Project Goal

One of the major goals of this project is to perform a historic rehabilitation of the existing bridge and salvage, repair and reuse the existing timber components to the maximum extent possible.

3.1.2 Contract Awarded on Best Value Basis

This contract proposal will be awarded on a “best value” basis, using evaluation factors related to federal and state funding sources, past performance and expertise, and other criteria stated in this document, as well as in the FEMA Procurement Disaster Assistance Team (PDAT) Field Manual, and the Department of Interior Standards for Historic Preservation.

3.1.3 Prohibition on Construction Contract Award

The entity awarded this contract is prohibited from competing for and receiving an award outside of this contract for the associated construction portions of the work, under the Code of Federal Regulations § 200.319(b).

3.1.4 Necessary Products and Services

Any products and services that are not specifically addressed in this RFP but are necessary to provide functional capabilities proposed by the proposer, must be included in the proposal.

3.2 Historic Preservation and Safety Standards

The Borough reserves the right to retain a qualified Historic Preservation Consultant to provide historic and cultural resource consultation, coordination, preliminary engineering, final design and construction consultation for the rehabilitation of the South Perkasio Covered Bridge. The Historic Preservation Consultant will be engaged and retained by the Borough to provide independent review and approval for all aesthetics and supplemental materials required for this project.

The rehabilitation of the structure must comply with applicable sections of the current Secretary of the Interior’s Standards for the Treatment of Historic Properties as well as FHWA, design and safety standards, AASHTO LRFD Bridge Design Specifications 2017, 8th Edition, as supplemented by AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and PENNDOT Design Manual, Part 4, December 2019 Edition, and PENNDOT Design Standard Drawings when applicable and feasible. The existing bridge is not currently open to the public and the rehabilitated bridge must also be capable of supporting pedestrian and bicycle loads specified in the current edition of the Guide Specifications for Design of Pedestrian Bridges, published by AASHTO. In addition, the bridge superstructure is anticipated to be elevated above the minimum Base Flood Elevation (BFE), including freeboard, as determined by regulatory agencies having jurisdiction. The minimum design elevation is presumed to be the 100-year BFE including required freeboard. However, it is the responsibility of the proposer to confirm this assumption and prepare a design and rehabilitation strategy in order to obtain all necessary federal, SHPO, PHMC, DEP, grant and other jurisdictional agency and funding source approvals required for the project.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

3.3 Funding

This bridge is programmed to be rehabilitated via several funding sources including the Federal Emergency Management Agency (FEMA) through the Pennsylvania Emergency Management Agency (PEMA) and the Pennsylvania Historical and Museum Commission (PHMC) through a Keystone Grant from the Commonwealth of Pennsylvania. Therefore, the selected Firm is required to follow all rules, regulations, requirements and other stipulations identified within all funding documents, references, standards, etc.

3.4 Design Phase Scope of Services

All design phase services that are necessary to advance the project from inception through the award of the construction contract are to be included in the scope of the design phase services. These services are to include, but not be limited to conformance with Sections 3.1 to 3.3 of this RFP and the following:

- Task 1 – Provide an in-depth bridge inspection and prepare a “Report on Condition Assessment and Repair Recommendations” along with cataloged and captioned photos and repair recommendations, with an allowance of \$2,500.00 for material identification, sampling, laboratory testing, and/or nondestructive testing.
- Task 2 – Perform field survey, as required.
- Task 3 – Perform all necessary architectural, environmental, hydraulic, scour, geotechnical, structural, historic and cultural resource, field work, investigations and evaluations to work with the Borough to obtain all necessary federal, SHPO, PHMC, DEP, grant and other jurisdictional agency and funding source approvals required for the project.
- Task 4 – Attend any necessary design phase meetings (assume five (5) meetings).
- Task 5 – Prepare 50% and 100% design development submissions for review, comment and approval by the Borough, during the design phase. These submissions must include structural, geotechnical, environmental, hydraulic and scour design calculations, details, plans, technical specifications, special provisions, and any necessary construction phasing; a 50% progress and 100% final Engineer’s Opinion of Probable Construction Cost estimate is also to be submitted with both of these design development submissions;
- Task 6 – Prepare a Design Phase Schedule and Construction Schedule taking into account known and potential restrictions from jurisdictional agencies, governing bodies, weather, etc.
- Task 7 – Prepare Final Plans, Specifications, Construction Cost Estimate and Other Documents that are signed & sealed by a licensed Professional Engineer registered in good standing in the Commonwealth of Pennsylvania for a proposal solicitation by the Borough via PennBID.

3.5 Construction Phase Consultation Scope of Services

- Task 8 – Attend on site Construction Pre-Proposal Conference;
- Task 9 – Assist Borough with preparation of any required Addenda for issuance to potential consultants;
- Task 10 – Provide engineering assistance to the Borough during construction. These services may include, but are not limited to the following:
 - Task 11 – Attend construction phase meetings;
 - Task 12 – Review project submittals, shop drawings and other construction related documents;
 - Task 13 – Provide assistance in plan interpretation and respond to requests for information from the Contractor for the duration of the project;
 - Task 14 – Perform site visits when necessary or requested.

**Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge**

3.6 Duration of Agreement

The anticipated duration of this Agreement is twelve (12) months total from commencement of engineering design to 100% completion of construction. For this agreement, all design phase tasks and scope of services that are required to submit final plans, specifications, construction cost estimate and other documents as part of Task 7 shall be completed within three (3) months after an agreement is signed by authorized representatives of the Consultant and the Perkasio Borough Council. The schedule is due to the need to restore the bridge due to the flood event noted previously.

4.0 Projected Timetable

The projected timetable for this RFP is as follows, the Borough reserves the right to change or extend any of these dates as needed:

Issue This Request for Proposal	June 21, 2024
Virtual Pre-Proposal Conference	August 5, 2024
Deadline to Submit Questions	August 9, 2024
Issue Final Addendum to This RFP	August 12, 2024
Proposals Due	August 20, 2024
Contact Awarded By Borough Council	September 3, 2024

5.0 Company's Responsibilities

- 5.1 The Company shall perform all services as specified in the RFP, Contract, any addenda thereto, and agreed upon information provided in the Proposal.
- 5.2 The Company shall provide and assign only individuals who have experience with the Bridge Engineering, Design, Construction and Historical Services to be provided. Awardee will ensure that background checks are performed to assess the responsibility and integrity of personnel assigned to work with Perkasio.
- 5.3 The Company shall perform all services in strict compliance with all Federal, State and Local laws, regulations, ordinances, and directives as they may pertain to said services.

6.0 Borough Responsibilities

- 6.1 Provide a designee to be the point of contact for all questions and/or request by the Contractor.

7.0 Borough Rights and Authority

- 7.1 The Borough shall retain the right to inspect and review the Contractor's performance under this contract and to initiate action, within the terms of the contract that it deems necessary to assure Contractor compliance.
- 7.2 The Borough will review and approve, prior to any implementation, all recommend changes proposed by the Contractor.

8.0 Proposal Procedures and Submission

8.1 Pre-proposal Conferences

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

One conference will be held to review the RFP and allow for questions to be asked per the schedule in Section 4.0. Questions regarding this RFP must be submitted to the solicitation on the PennBid website no later than 4:00 PM (Noon) Eastern Time August 9, 2024.

8.2 Proposal Submission

8.2.1 Proposals must be submitted electronically no later than 11:00 AM, Eastern Standard Time, August 20, 2024.

8.2.2 Proposals received after the time and date identified above will not be considered.

8.2.3 Proposals must be submitted at no cost to the Borough and any proposal received will remain the property of the Borough.

8.2.4 Proposers are encouraged to reply "comply", "comply with exceptions", "cannot comply", or "our alternative is...", to every requirement shown in this RFP.

8.2.5 The Borough reserves the sole right to waive technicalities contained in proposals.

8.2.6 The Borough reserves the right to accept or reject any and all proposals.

8.2.7 Proposals submitted in response to this RFP must remain valid for a period of 365 days from the proposal submission date.

8.2.8 Disclosure of Proposal Contents

All proposals and other materials submitted becomes the property of the Borough and may be returned only at the Borough's option. Information contained in the proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws public records are required to be open to reasonable inspection and reproduction. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter all proposals will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act.

Copies of said public records may be directed to the Borough's Right to Know Officer. See the Borough's website for instructions, costs and further information related to Right to Know information requests.

Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulations. Consultant/Vendor specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.

8.2.9 Trade secrets and other proprietary information contained in a proposal may be held confidential if such information meets the definitions of confidential proprietary information and/or trade secrets under Section 102 of the Right to Know Law. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that validates the reasons for the confidentiality and how this information meets the criteria of Section 102 of the law.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

8.2.10 Ambiguity, Conflict or Other Errors in the RFP

Any ambiguity, conflict, discrepancy, omission or other error discovered in this RFP must be reported immediately in writing to the Borough Manager, submitted to the solicitation on the PennBid website including a request made for specific modifications or clarifications.

8.3 Requests for Clarification

Any requests by the Borough for clarification of proposals shall be answered in writing and such requests should not alter the proposer's pricing information contained in its cost proposal. Upon receipt of a question, the Borough will answer the question in writing and will provide a copy of the question and the Borough's response to all interested persons who have solicited the RFP package.

9.0 Selection Criteria and Mandatory Requirements

9.1 Primary Criteria

The proposer will be selected based on their written proposal and any requested presentations and compliance with RFP instructions. The Borough Council Historical Committee, with input from other designated professional, will review all proposals and make a recommendation for selection to Borough Council. The primary criteria used in making a selection will be as follows:

9.1.1 The Statement of Interest should be no more than 3 pages in length, should indicate how the selected firm will meet each of the selection criteria outlined in 9.2.2 through 9.2.5. Keep Statement of Interest related specifically to this bridge project.

9.1.2 Perkasio Borough evaluates each offeror's qualifications and selects the most qualified offeror on a "best value" basis, using evaluation factors. The evaluation factors for this specific procurement reflect the subject matter and elements that are most important to the Perkasio Borough. The evaluation factors include:

- Past performance and expertise
- The quality of proposed personnel
- Length of delivery schedules
- The relative importance of price or cost for the procurement
- Technical design, and
- Technical approach.

9.1.3 Technical capability, past performance, and prior experience considerations may play a dominant role in source selection

9.1.4 Perkasio Borough does not need to disclose numerical or percentage ratings or weights. But the evaluation factors must support the purposes of the grants or cooperative agreements funding this project.

9.1.5 In addition, FEMA requires that small businesses, minority businesses, women's business enterprises, or LSA firms are notified of this RFP. While these rules do not require Perkasio Borough to award work to such firms, Perkasio Borough may consider such experience as one of its evaluation factors as needed.

**Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge**

10.0 Method of Award

- 10.1 Procedure - Submitted proposals will be reviewed by the Borough. Proposers who are deemed, based on the selection criteria, to be fully qualified and best suited among those submitting proposals may be requested to participate in additional discussions or presentations regarding their proposals.
- 10.2 Council Members may request proposers participate in additional discussions or presentations regarding their proposals in order to make a decision on which proposer is offered a contract.
- 10.3 At the conclusion of discussions or presentations, the proposers will be ranked based on selection criteria, and final recommendations will be submitted to the Borough Council for consideration.
- 10.4 Contract negotiations will be conducted with the proposer chosen by the Council Members. If a satisfactory agreement can be reached, the Contract shall be awarded to the proposer; otherwise, negotiations will be conducted with a subsequent proposer until a satisfactory contract can be established or until the Council Members determine that rejection of all proposals is the best interest of the Borough.
- 10.5 The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the Borough. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
- 10.6 The Borough reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The Borough will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

11.0 Interview / Presentation

The Borough reserves the sole right, in the best interest of the Borough, upon review of proposals to:

- Request and obtain additional information and/or clarification from prospective proposers.
- Request and schedule proposer(s) to meet and schedule at a designated time, date, and location for an interview and/or presentation.

12.0 Agreement

- 12.1 The Borough reserves the sole right to offer and enter into an agreement with the successful proposer.
- 12.2 The successful proposer agrees to sign a written Agreement including terms and conditions as specified in this RFP. The Borough reserves the right to change, add and/or delete terms as determined to be in its best interest. Consultant agrees to comply with the terms and conditions set forth in its proposal, as well as all requirements of the RFP and any addenda thereto; pertinent portions of the proposal submitted by the successful proposer; and any negotiated additions or changes to the received proposal all of which are incorporated herein by reference as though fully set forth at length.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

12.2.1 The contract sum shall be as indicated in the Consultant's executed Proposal. Said prices shall be the total compensation paid by the Borough to the Consultant including all related incidental work thereto.

12.2.2 Consultant further agrees to indemnify and save harmless the Borough and Borough Engineer from any and all actions, claims and demands whatsoever that may result from Consultant's use of any facilities owned by the Borough does further agree to repair any damage to the Borough-owned property caused by Consultant's negligence or willful actions and the Consultant shall further supply the necessary insurance's as set forth in this proposal.

12.2.3 The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to the Borough.

12.2.4 HOLD HARMLESS CLAUSE

In the event that any of the insurance hereinafter provided shall not, by reason of any act, omission or negligence of the Consultant be procured or kept in full force and effect, the Consultant shall indemnify, defend and save harmless the Borough against losses, claims and demands to the same extent as the Borough and the Borough would have been indemnified by each insurance if it had been in full force and effect. The Consultant shall also indemnify, defend and save harmless the Borough against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers' commissions.

12.2.5 SUITS AND CLAIMS

The Consultant agrees to indemnify, defend, and save harmless the Borough and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the Consultant or his agents, servants, or employees in the performance or subsequent to the completion of the work under the contract whether such injury or damages be due to negligence or the inherent nature of the work. It is not the intention of this Section or anything herein provided to convey to a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to convey upon any person other than the Borough a right of action either under this contract or in any manner whatsoever.

12.2.6 The Agreement must be signed by authorized representatives of the Consultant and the Perkasio Borough Council.

12.3 The Agreement must incorporate, in order of precedence, the following:

12.3.1 The Agreement.

12.3.2 The Borough Request for Proposal (RFP) and any addenda thereto.

12.3.3 Pertinent portions of the proposal submitted by the successful proposer.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

12.4 The successful proposer who is presented an agreement is required to sign and have witnessed three (3) original Agreements. The Agreements shall be presented to the Perkasio Borough Council for consideration and/or approval. Upon the Council Members approval and signature, an original Agreement shall be forwarded to the successful proposer.

13.0 Term of Agreement

The term of Agreement shall be agreed upon with the successful Proposer and commence upon approval of an agreed upon contract by the Perkasio Borough Council. The Borough reserves the right to negotiate and change terms and conditions as necessary in the best interest of the Borough.

14.0 Required Format and Contents of Proposal

All proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

Please Note: The Borough reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order listed below. Responses should be well thought out, thorough and concise. Clarity and brevity will be viewed favorably.

14.1 Cover Letter

A cover letter transmitting the proposal to the Borough on company letterhead, signed by an official authorized to contract for the firm. The letter must contain the following: Name, title, address, telephone number, and email address of the company's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

14.2 Statement of Interest

The Statement of Interest should be no more than 3 pages in length, should indicate how the selected firm will meet each of the selection criteria outlined in 9.2.2 through 9.2.5. Keep Statement related to this bridge project.

14.3 Organization Chart

Organization chart of key personnel that will be working on this project. The Organization Chart is not part of the Statement of Interest.

14.4 References

List at least three (3) current references for which services were provided that are similar in size and scope to this Request for Proposal. For each reference, provide the client's name, address and contact person and telephone number.

14.5 Financial Statement

Describe in Narrative form your Firm's current financial condition and, if requested by the Borough, submit your most recent financial statement. If a financial statement is requested by the Borough, the Proposer's financial statement is considered to be Confidential Information under the PA Right to Know Law and is not public information that can be turned over to anyone making an Open Records Request to the Borough. The Borough, Borough Solicitor, Consultants, Engineer and Insurer, will treat the financial statement as confidential.

**Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge**

14.6 Cost

In a separate electronic document, provide the cost proposal detailing the fee structure. Please include whether or not the firm will accept a credit card to pay the invoices issued for this contract.

Cost proposal shall be structured based on the number of hours and cost proposed for each of the tasks outlined in section 3.4 and 3.5 of this RFP.

15.0 General Terms and Conditions

15.1 Independent Capacity of Consultant

The Consultant, its employees and agents, are not deemed to be employees of the Borough in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the Borough.

15.2 Prohibition Against Assignment

The Consultant shall not assign any part of this Agreement without prior written approval of the Borough.

15.3 Contract Modification, Amendment and Termination:

- 15.3.1 This document and all attachments, which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.
- 15.3.2 Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.
- 15.3.3 The Borough reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.
- 15.3.4 In addition, the Borough may terminate this Agreement at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

15.4 Confidential Information

- 15.4.1 All Information contained in the files of Borough of Perkasio and all departments thereof is considered "Confidential Information". "Confidential Information" means any and all information, data, documents, files and records disclosed to the Consultant by the Borough either directly or indirectly in writing or orally. Confidential Information does not include any of the foregoing items: (i) which is known to Proposer at the time of disclosure to Proposer by the Borough as evidenced by written records of the Proposer, (ii) has become publicly known and made generally available through no wrongful act of Proposer or (iii) has been rightfully received by the Proposer from a third party who is authorized to make such disclosure.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

15.4.2 Proposer agrees not to use any Confidential Information disclosed to it by the Borough for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Proposer and the Borough to third parties or to employees of Proposer except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. Proposer will have or has had employees who have access to Confidential Information of the Borough sign a nondisclosure agreement in content substantially similar to this Agreement and will promptly notify the Borough in writing of the names of each such employee upon the request of the Borough at any time. Proposer agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Borough in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Proposer utilizes to protect its own Confidential Information of a similar nature. Proposer agrees to notify the Borough promptly in writing of any misuse or misappropriation of Confidential Information of the Borough which may come to Proposer's attention. Proposer also agrees that, without the Borough's prior written approval, Proposer shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Proposer has this arrangement with the Borough.

15.5 Hold Harmless

It is understood that the Consultant is an independent contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Consultant. The Consultant agrees to indemnify, defend, and save harmless the Borough, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Consultant in fulfilling the terms of this Agreement.

15.6 Surety

Surety is not required for this contract.

15.7 Insurance and Taxes

15.7.1 The Consultant shall perform its services under this Agreement, as an independent contractor and shall insure, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Consultant's operations under the terms of this Agreement.

15.7.2 Consultant will provide original certificate(s) of insurance made out to the Borough of Perkasio showing all insurance coverage carried by the Consultant upon submission of a signed Agreement to the Borough. The Agreement will not be approved by Borough if a certificate is not present. If, during the term of the Agreement, coverage should expire, the Borough may withhold payments until the Consultant submits a new certificate reflecting the new policy coverage dates.

15.7.3 At a minimum, the Consultant must carry at least the following:

15.7.3.1 Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability- the contractual section of the coverage must cover this agreement) General Aggregate Limit \$2,000,000; Products and Completed Operations Aggregate Limit \$2,000,000; Each Occurrence Limit \$1,000,000.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

- 15.7.3.2 Automobile Liability - to include owned, non-owned and hired vehicles: Combined Single Limit \$1,000,000.
- 15.7.3.3 Professional Liability- Each Jobsite limit: \$1,000,000; General Aggregate Limit: \$2,000,000. Must remain in place for one year from date of final acceptance.
- 15.7.3.4 Workers, Compensation as required by Pennsylvania statute.
- 15.7.3.5 Employer's Liability: Bodily Injury by Accident \$100,000. each accident; Bodily Injury by Disease \$100,000. each employee; Bodily Injury by Disease \$500,000. policy limit.
- 15.7.3.6 Waiver of Subrogation in favor of the Borough of Perkasio, its Council Members, employees, directors, officers, departments and divisions applies under all policies.
- 15.7.3.7 When it applies, Additional Insured must read: The Borough of Perkasio, its Council Members, employees, directors, officers, departments and divisions, and Borough Engineer shall be included as additional insured with respect to the work performed for this contract: Engineering and Design Consultation Services for the Rehabilitation of South Perkasio Borough Covered Timber Bridge.
- 15.7.3.8 Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 15.7.3.9 Certificate Holder- Borough of Perkasio Council Members, Attn: Office of the Borough Manager, Perkasio Borough Hall, 620 West Chestnut Street, Perkasio, Pennsylvania.
- 15.7.4 The Consultant hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the Borough. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @ 481(b)] of said act.
- 15.7.5 Consultant shall accept full responsibility for the payment of premiums of all insurance, as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for Consultant or Consultant's employees who are performing services pursuant to this Agreement.

15.8 Familiarity with Proposed Work

Consultant certifies that he has carefully considered the work proposed and the RFP to determine for himself the difficulties and requirements incidental to the execution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

15.9 Sole-Consultant

The Consultant agrees that he and only he shall be the Borough's sole Consultant under this Agreement, unless prior written approval is granted by the Borough.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

15.10 Non-Discrimination

15.10.1 The Consultant agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

15.10.2 The Consultant expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Consultant has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Consultant shall remain primarily responsible for compliance hereunder.

15.11 Certification Regarding Impartiality and Conflict of Interest

15.11.1 The Consultant certifies that she or he is a totally independent contractor and that to the best of his knowledge, no Borough official or employee has a vested interest, financial or otherwise, in this Agreement.

15.11.2 The Consultant will inform the Borough in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by Borough to Consultant (allowing Consultant a reasonable opportunity to respond) where same is not corrected by Consultant within a reasonable time period after notice.

15.11.3 The Consultant shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, gender identity, sexual orientation, or handicap.

15.12 Immigration Reform and Control Act of 1986

Consultant recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

15.13 Statutes Applicable to this Agreement

The Consultant is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

15.14 No Arbitration Clause

The Consultant/Engineer agrees that no proposal related documents prepared for the Borough will include Arbitration Clauses.

16.0 Federal Procurement Contract Provisions

16.1 The provisions listed below are required to be listed in this contract proposal under Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317-200.327.

16.2 Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(9) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(10) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(11) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(12) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

16.3 Clean Air Act and Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Perkasio Borough and understands and agrees that Perkasio Borough will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

(5) The contractor agrees to report each violation to Perkasio Borough and understands and agrees that Perkasio Borough will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

16.4 Debarment and Suspension

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Perkasio Borough. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Perkasio Borough, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16.5 Byrd Anti-Lobbying Amendment

Contractors who apply for an award of \$100,000 or more shall file the required certification in Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16.6 Procurement of Recovered Materials

Note: This required contract provision applies to all procurements over \$10,000.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements;

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

Or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16.7 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

16.8 Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16.9 Access to Records

The Contractor agrees to provide Perkasio Borough, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

16.10 Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17.0 Commonwealth of Pennsylvania Subcontractor Provisions

In accordance with PEMA and PHMC grants awarded for this project, the following provisions apply to both the Contractor with the state (Perkasio Borough) and *subcontractors* (such as the proposer for this contract).

17.1 Contractor Responsibility Provision, as per MD 215.9 (Amended):

:

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a offeror, loan recipient, grantee, or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (1) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Contract, that neither the Contractor, nor any such *subcontractors*, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Contract, a written explanation of why such certification cannot be made.
- (2) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its *subcontractors* are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

17.2 Nondiscrimination/Sexual Harassment Clause, as per MD 215.16 (Amended):

- (1) The Contractor agrees:

In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any *subcontract*, the Contractor, each *subcontractor*, or any person acting on behalf of the Contractor or *subcontractor* shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (2) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (3) Neither the Contractor nor any *subcontractor* nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of service under the contract.
- (4) Neither the Contractor nor any *subcontractor* nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives. manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Contractor and each *subcontractor* shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Contractor and each *subcontractor* shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any *subcontractor* or supplier who is qualified to perform the work to which the contract relates.
- (7) The Contractor and each *subcontractor* represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more

Request for Proposal
Engineering and Design Consultation Services for the Rehabilitation of
South Perkasio Borough Covered Timber Bridge

employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (9) The Contractor's and each *subcontractor's* obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Borough if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (10) The Borough may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Appendix A: 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

If applicable, contractors must sign and submit the following certification to Perkasio Borough with each proposal exceeding \$100,000:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date