HANOVER AREA SCHOOL DISTRICT

REQUEST FOR PROPOSALS

FOR GUARANTEED ENERGY SAVINGS PROJECT

AT HANOVER AREA SCHOOL DISTRICT

Proposals Due

February 25, 2020 by 11:00 a.m.

Date Issued: **January 24, 2020**

HANOVER AREA SCHOOL DISTRICT
REQUEST FOR PROPOSALS
GUARANTEED ENERGY SAVING PROJECT

PART I - GENERAL INFORMATION

1-1 Purpose. This Request For Proposals (RFP) contains information and requirements for Energy Service Companies (hereinafter referred to as "ESCOs") to prepare and submit Proposals for a detailed energy audit agreement and a guaranteed energy savings contract, in accordance with the guaranteed energy savings contract requirements of, inter alia, 62 Pa. C.S. §3751-3757, as amended by Act 77 of 2004 for the Hanover Area School District (hereinafter referred to as "Hanover"). This RFP, with any amendments, contains the only instructions governing the proposals and material to be included therein; a description of the service to be provided; general evaluation criteria; and other proposal requirements.

The intent of this RFP is to solicit price and technical qualification proposals from ESCOs that propose an energy conservation program. The energy conservation program will include a performance based contract for the replacement of light fixtures at the locations specified operated by Hanover. A complete list of sites is included.

Upon complete evaluation of the submitted qualifications, Hanover will select what it determines to be the most qualified provider. This request in no manner obligates Hanover to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written and signed agreement, and may be terminated by Hanover without penalty or obligation at any time prior to the signing of an Agreement or Purchase Order. Hanover reserves the right to reject any and all proposals.

Questions prior to the submittal of the RFP are to be directed to:

Nathan C. Barrett, Superintendent
Hanover Area School District
1600 Sans Souci Parkway
Wilkes-Barre, PA 18706
Phone: (570) 831-2313
nbarrett@hanoverarea.net

1-2 Issuing Office. This RFP is issued for Hanover. The Superintendent's Office through the Issuing Officer is the sole point of contact for HANOVER for this RFP, specifically:

Nathan C. Barrett, Superintendent
Hanover Area School District
1600 Sans Souci Parkway
Wilkes-Barre, PA 18706
Phone: (570) 831-2313
nbarrett@hanoverarea.net

The proposal is to be submitted in a sealed envelope marked "Energy Savings Project" and will not be accepted after 11:00 a.m., February 25, 2020. Proposals will be opened following final acceptance time. Proposals are to remain valid for 120 days and will be awarded at the convenience of the Board of School Directors. The Board of School Directors reserves the right to accept or reject any or all proposals.

Proposals are due 11:00 a.m., February 25, 2020. The sealed proposals are to be submitted to:

Nathan C. Barrett, Superintendent
Hanover Area School District
1600 Sans Souci Parkway
Wilkes-Barre, PA 18706
Phone: (570) 831-2313
nbarrett@hanoverarea.net

NOTE: Five (5) hard copies and one (1) electronic copy of the proposal must be submitted. Telephone, telegraph, and/or facsimile proposals will not be accepted.

1-3 Focus/Needs. Hanover is interested in contracting for a full range of energy services and energy-related improvements ("energy conservation measures" or "ECMs"), financed through guaranteed energy savings contracts for the district facilities. The ECMs may include but are not limited to: the design, acquisition, installation, modification, maintenance and training in the operation of existing and new lighting, which will reduce energy consumption and related costs associated therewith. Additionally, savings, which would not reduce consumption per se but are aimed at cost savings, such as fuel switching, demand side management, on-site generation, utility bill auditing, utility rate changes, distribution upgrades etc. may also be considered. ECMs may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMs must result in a guaranteed minimum energy savings with ESCO payments linked to actual documented energy and cost reductions.

In accordance with the provisions of Acts 57/77/39, no guaranteed energy savings contract can exceed twenty (20) years in duration and must comply with applicable state statutes, regulations, and procurement laws. The savings achieved by the ECMs in any year must be guaranteed to be sufficient to satisfy

all payments due under the contract during each year of the contract, and to meet or exceed the total cost of the contract. ESCOs will be required to guarantee energy and cost savings on an annual basis and over the entire term of the guaranteed energy savings contract.

1-4 Description of Procurement Process. The process for the procurement of these energy conservation measures will proceed as outlined herein.

1-5 OTHER INFORMATION

a.) Hanover reserves the right to reject any or all responses to this RFP.

b.) Hanover also reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFP and the form outlined in this RFP.

c.) If it becomes necessary to revise any part of this RFP an amendment will be issued to all ESCOs who have decided to participate in the RFP.

d.) To be considered, proposals must be delivered to the Issuing Officer as identified in Part 1-2 of this RFP and must be received on or before the time and date specified in the RFP.

e.) Proposals may be reviewed and evaluated by any person, other than a competing ESCO at the discretion of Hanover. Selection or rejection does not affect that right. All material submitted to Hanover with the proposal becomes Hanover's property and will be returned to the ESCO only at Hanover's discretion.

f.) News releases and media contacts regarding this project will be made by Hanover only, unless Hanover directs otherwise in specific instances.

g.) No other distribution is to be made by the ESCO. An official authorized to bind ESCO must sign the proposal. The proposal must remain valid for one hundred and twenty (120) calendar days. The contents of the proposal of the selected ESCO will become legally binding if a contract is entered into.

h.) Submission of Proposals. The responding ESCO must provide Hanover (5) five bound copies plus (1) one electronic (pdf) copy of the requested information as response to this RFP. Hanover will review and evaluate the ESCO Proposal in accordance with the evaluation criteria specified in Part IV, Evaluation Criteria.

1-6 Selection of ESCO to develop the project. Hanover will select the best-qualified ESCO to conduct the detailed energy audit for the project site(s) at Hanover. If Hanover decides to proceed, Hanover will sign a negotiated scope of work and cost under a detailed energy audit agreement with the selected ESCO. Hanover reserves the right to alter this detailed energy audit agreement if Hanover determines its needs have changed during the course of preparing the guaranteed energy savings contract and will negotiate a revised scope of work and cost with the selected ESCO.

1-7 Detailed Energy Audit. The ESCO will be responsible to develop and propose a complete set of ECMs for the sites selected by Hanover including all project costs, the timetable for completing design, engineering and construction work. ESCO shall provide a detailed description of services provided including the specific financing arrangements and term, the projected energy and operational cost savings, and any special conditions offered by the ESCO. Hanover reserves the right to select the ECMs desired as part of the detailed energy audit agreement.

1-8 Guaranteed Energy Savings Contract. If Hanover decides to continue, it shall attempt to negotiate a guaranteed energy savings contract with the selected ESCO that performed the detailed energy audit. Hanover reserves the right to implement all of the developed ECMs or select specific ECMs to be implemented in phases for the district sites. If Hanover decides not to enter into a guaranteed energy savings contract with the selected ESCO after the detailed energy audit has been accepted, Hanover agrees to pay the fee negotiated within the detailed energy audit agreement. Otherwise, Hanover is not liable for the payment of any amounts to the selected ESCO until a guaranteed energy savings contract is negotiated and signed by authorized officers of the ESCO and Hanover, as required by law and which have been obtained.

1-9 Type of Contract. If a contract is entered into, because of this selection this will be a fixed price contract.

1-10 Rejection of Proposals. Hanover reserves the right, in its sole and complete discretion, to reject any or proposal received, and to negotiate separately with any and all competing ESCO.

1-11 Incurring Costs. Hanover is not liable for any cost or expenses incurred by ESCOs in the preparation of their written proposals or for attendance at any conferences and meetings related to the RFP. Any cost or expense incurred by ESCOs in conducting or for performing any requirements associated with the RFP shall be borne by ESCO.

1-12 Restriction of Contact. From the issue date of this RFP until a determination is made regarding the final selection of the project ESCO, all contact with Hanover personnel concerning this RFP, must be made through the Issuing Officer as identified in section 1-2 of this RFP.

1-13 News Releases. News releases and media contacts regarding this project will be made by Hanover only, unless Hanover directs otherwise in specific instances.

1-14 Proposals. To be considered, proposals must be a complete response to the RFP. Proposals are to be straightforward, concise presentations without extraneous material. The ESCO shall complete the following as requested in section II-A Written Proposals and 11-8 ESCO Response Format.

1-15 Responsible ESCO. No ESCO selection will be made until the proposals have been examined by Issuing Office. To determine the responsible ESCO, Hanover shall consider, but not be limited to the following elements: Whether the ESCO: a) maintains a permanent place of business; b) has adequate resources, staff, plant and equipment to perform the work properly and expeditiously; c) has suitable financial status to meet the contractual obligations incident to the work and Guaranteed Energy Savings project; d) has appropriate in-house technical experience and service staff; e) has the resources and expertise to complete the work on time and as required in this RFP.

1-16 Proposing ESCO must also submit as part of its submission a proposed contract for services. Hanover specifically reserves as a condition of any award/agreement to negotiate provisions of the submitted draft contract.

1-17 All disputes, claims and matters pertaining to this RFP or resulting contract are subject to provisions of Pennsylvania Law. Venue for same shall be the Court of Common Pleas of Luzerne County, Pennsylvania.

PART II – ENEGY CONSERVATION MEASURES

2-1 GENERAL INFORMATION

a. Hanover anticipates a major reduction in anticipated annual utility costs through the implementation of this energy conservation and asset modernization program. The ESCO will provide calculations and written verification of all utility cost reduction goals and provide all financing for the conservation measures. A base model for energy conservation shall be prepared based on the existing facility equipment (systems) and the historical utility billings. Respondents to this Request for Proposal (RFP) shall propose an energy management program, quote a lease rate for the energy conservation measures and identify their experience and qualification to manage an energy conservation project by providing at least ten references and supplying the information requested on each.

b. One hundred percent (100%) of all energy and operational savings shall be retained by Hanover, including utility company rebates.

c. ESCO shall guarantee that the total program costs, including financed equipment cost shall be one hundred percent (100%) covered by the program operational, energy and capital savings.

d. Reconciliation of guaranteed sums shall be on an annual basis, commencing one a year from the date of total completion of program installation.

e. ESCO shall, at Hanover's final discretion, provide Hanover with annual energy audits and full descriptions of achievement of savings.

f. ESCO's guarantee shall be a first party direct guarantee from the contractor to Hanover. A third party guarantee, such as from a non-contractor insurance company, shall not be accepted. Measurement and verification methodology shall be consistent with the International Measurement and Verification Protocol (IMVP).

g. It is the intent of Hanover to accept proposals from qualified ESCO's that are guaranteed no risk to Hanover funded through reductions in energy, operating and capital expenditures with annual reconciliation of guarantee funds. ESCO's shall provide financing options, however, should Hanover determine that alternative funding is preferable, or that it desires to utilize additional capital, it may, at its sole discretion, opt to secure its own financial arrangements.

h. All equipment will have successful operating experience in similar installations and shall be in new and unused condition.

i. The Term of the Contract will cover a period of ten (10) years. Hanover shall own all installed equipment at the end of the term. Said equipment shall be free and clear of all liens and encumbrances upon transfer of ownership to Hanover.

j. ESCO shall provide training on all equipment installed as part of this contract.

k. Proposed Energy Conservation Measures must be listed individually by building. Each ECM shall have a listed installed cost and corresponding annual savings.

PART III - DESCRIPTION OF SITES:

3.1 Sites to be included in the Project are as follows:

1. Hanover Area High School
   1600 Sans Souci Parkway
   Hanover Township, PA 18706

2. Hanover Area Memorial Elementary School
   80 West St. Mary's Road
   Hanover Township, PA 18706

3. Hanover Green Elementary School
561 Main Road
Hanover Township, PA 18706

4. Lee Park Elementary School
99 Lee Park Avenue
Hanover Township, PA 18706

5. Lyndwood Learning Center
2 Colley Street
Hanover Township, PA 18706

PART IV – CURRENT ENERGY COSTS

A twelve month history of utilities is included with this RFP.

Contact Nathan C. Barrett, Superintendent nbarrett@hanoverarea.net 570-831-2313 for information or questions regarding the School District or the request for proposal.

A mandatory site tour will be offered on February 14, 2020 at 8:00 a.m. Those wishing to submit a proposal must attend the site tour.

PART V – PROJECT SCOPE OF WORK

Hanover is interested in contracting for a full range of energy services and energy-related improvements ("energy conservation measures" or "ECMs", financed through a guaranteed energy savings contract. The ECMs may include but are not limited to: an investment grade energy audit; the design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment, which will reduce energy consumption and related costs associated with lighting systems and other energy using devices; as well as for savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching, demand reductions, onsite energy generation, utility bill auditing, utility rate changes, distribution upgrades, equipment upgrades that improve the accuracy of billable revenue generation, etc.

PART VI - PROJECT RESPONSE FORMAT
ENERGY SERVICE COMPANY QUALIFICATIONS
AND APPROACH TO PROJECT

Please provide information for each of the following categories in each section. Please respond in the following format and begin each section on a different page. Failure to respond in the format provided could render a proposal as non-responsive and be rejected by Hanover.

Section 1. Executive Summary (not to exceed three 3 pages)

Please provide a summary scope of services being offered by your firm including:
Summary
*Scope of Work
*Total Energy Savings
*Project Capital Cost

*To be provided following completion of energy audit as provided in Section 8-2 hereof.

Section 2. Corporate Information/Qualifications

a. General Firm Information
    1. Type of Firm (Corporation, partnership, sole proprietorship, joint venture)
    2. Year Firm Established – Number of years has your been in business under its present business name
    3. Other Firm Names – Indicate all other names by which your organization has been known and the length of time known by each name.
    4. Parent Company – If applicable, state name, address, former name it applicable, tax identification number
    5. Participating Division or Branch Offices – State division or branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, and address).

b. Experience of Firm
    1. Years in Energy Business – State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered performance contracting services.
    2. Number and Value of Contracts – Indicate the number of energy savings performance contract at public sector facilities in Pennsylvania actually implemented by your firm, each year for the past 5 years. Indicate the associated dollar value.
    3. Full-Tim Personnel – Indicate the number of full-time personnel employed by your firm.
    4. NAESCO Accreditation and other Pre-Qualifiers – Is your firm accredited by NAESCO (National Association of Energy Service Companies)?

c. Scope of Services

1. Types of Services – Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
2. Expertise in Systems – Describe your ability to offer services to upgrade HVAC, controls, lighting, renewable, and other systems.
3. Provision of Insurance – Generally describe your capability to secure insurance policies.

Section 3. Project References

Briefly describe the number of energy savings performance contracts at public sector facilities in Pennsylvania actually implemented by your firm/company within the last five (5) years.

Provide contact name and address, type of automation system, project size in dollars, energy guarantee, and performance against the guarantee and a brief description of the project. Also include the installation time from contract execution until completion.

List any situation wherein there was a dispute that resulted in mediation, arbitration, litigation or claims made by either Owner or Contractor where the insurance/bonding company became involved.

Section 4. Project Scope of Work

Please provide a detailed scope of the services that are being offered by your firm for this project. Detail the specific improvements that are to be made in each building.

Section 5. Financial Analysis

Describe your firm's ability to procure superior financing arrangements. Provide a summary financial analysis sheet. Provide a detailed project cash flow analysis.

Section 6. Project Implementation

Describe your firms approach to construction and installation of the project. Detail your firm's approach to project management. Describe your firm's ability to provide training and support services.

Section 7. Performance Monitoring and Verification

Please describe the methods utilized to compute baseline energy usage. Describe the methods utilized to make adjustments to the baseline for such factors as weather variance and facility use changes. Please describe your firm's provisions for the ongoing monitoring and reconciliation of financial guarantees.

Section 8. Sample Contracts

Please provide sample contracts for all agreements that the customer will be asked to execute as part of this process.

PART VII – PROPOSED PROJECT SCHEDULE

Activity	**Date**
Issue RFP	January 24, 2020
Mandatory Site Tour	February 14, 2020 at 8:00 a.m.
Proposals Due	February 25, 2020
Proposals Reviewed, Evaluated, Rated	March 3, 2020
ESCO Selected	March 18, 2020
Detailed Energy Audit Agreement	April 3, 2020
Audit/Energy Project Contract Developed	May 1, 2020
Guaranteed Energy Savings contract Negotiations	May 16, 2020
Public Notice Issued	June 1, 2020
Guaranteed Energy Savings Contract Presented and Signed.	June 16, 2020

The provided schedules of dates are expectations of events for establishing stages for the selected ESCO. Hanover reserves the right to alter the dates as provided in the above schedule with the selected ESCO.

PART VIII – EVALUATION CRITERIA

The criteria listed below, and any others identified in this RFP are deemed appropriate by Hanover, will be used to evaluate qualifications and possible subsequent interviews.

These criteria will be applied and interpreted solely at the discretion of Hanover. Qualifications should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of proposals may be requested from the ESCO at the discretion of Hanover.

The criteria are not rated in order of importance.

8-1 SELECTION CRITERIA

Hanover staff will review responses to this RFP based on the selection criteria described in this section of the Hanover RFP document to help determine the ESCO for selection.

1. Ability to Follow Instructions:
   Specific formatting instructions are provided in this RFP for respondents' submittals. The format in which responses are received will serve as an indication of the respondent's ability and desire to follow instructions and establish a good working relationship with Hanover.

2. Experience:
   - References from ESCO local office for prior projects of a comparable nature performed on a performance-contracting basis.
   - ESCO experience with implementing similar Guaranteed Energy Savings projects on a performance-contracting basis.
   - ESCO capabilities of design and implementation expertise.
   - Office location from where this project will be managed.

3. Project Management:
   Ability to assign responsibility and coordinate the detailed utility audit project and construction for management of the following project phase:
   - Project Personnel
   - Background and professional qualifications of personnel assigned to this project.
   - Business unit dedicated to performance contracting.
   - Monitoring and verification plan
   - Project plan for development, implementation and coordination schedule to complete all phases of the performance contracting program process in a timely manner.

4. Technical capabilities:
   - On-site Training availability for Hanover
   - Off-site location of training facilities for Hanover
   - ESCO field staff and technical expertise
   - OEM expertise
   - Product application expertise for recommended brand if not an OEM
   - ESCO recommendations for maintenance services and commissioning
   - ESCO guarantee provisions

5. Integrity of guarantee & historical performance:
   - Simplicity of guarantee language
   - Structure of guarantee relative to Hanover's needs
   - ESCO historical performance supporting multi-year performance guarantees

6. Financial integrity of ESCO and contractual requirements:
   - Financial strength of ESCO
   - Insurance coverage of ESCO
   - Bonding capacity of ESCO
   - Contractual expectations of ESCO

Hanover reserves the right to reject any or all of the proposals in whole or in part and to accept the proposal, in whole or in part, that it, in its sole discretion, determines best serves the interest of Hanover.

8-2. FINAL SELECTION OF ESCO

The top ranked ESCO will be selected for recommendation to the Hanover Area School Board for the purpose of negotiating contract terms, including a fair and reasonable price. If a satisfactory contract cannot be negotiated with that ESCO, Hanover will formally end negations with that ESCO and select the next most favored ESCO and attempt to negotiate with that ESCO. Hanover reserves the right to reject all responding ESCOs and issue a new RFP if necessary.

Prepare Detailed Audit Report and Submit Proposal

Once Hanover has selected an ESCO and negotiated the contract for a detailed energy audit, the audit may begin. The selected ESCO will develop and provide a proposal for Hanover's utility efficiency improvement and cost reduction project. This proposal will include the completed detailed audit, estimates of all costs of installation, maintenance, repairs and debt service, estimates of utility, energy and operating cost savings, guaranteed savings, all associated implementation costs, and annual cash flow. It must also include a Measurement and

Verification Plan and a Sample Periodic Savings Report. The proposal must also include a list of contractors and subcontractors to be used by the selected ESCO.

Negotiate Guaranteed Energy Savings Contract

After a final proposal is accepted, the selected ESCO and Hanover will negotiate a guaranteed energy savings contract. The contract will include authority to proceed with final design and installation/construction and will detail the payment schedule to the ESCO.

PART IX - PROJECT TERMS AND CONDITIONS

These sections describe the minimum conditions Hanover will accept from the selected ESCO. Part 9-1 defines the Scope of Services, and Part 9-2 defines Key Contractual Provisions.

9-1 SCOPE OF SERVICES--TECHNICAL REQUIREMENTS

A. All energy audits, feasibility studies, engineering, design, plans and specifications shall be prepared, reviewed and approved by Professional Engineers licensed within the United States

B. Hanover reserves the right of final approval of any selected equipment or modifications proposed. Only prior reviewed and approved equipment and modifications will be permitted. Review and approval shall be conducted by Hanover in a timely manner.

C. ESCO will be required to work with current building management and maintenance personnel, to coordinate construction and provide appropriate training in the operation of all retrofits. No equipment shall be installed that will require the hiring of additional personnel by Hanover unless contract negotiations produce an explicit exemption from this rule for a specific installation.

D. ESCO must provide two (2) complete sets of reproducible "as built" and record drawings, to include digital/electronic media, of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals to be submitted within 30 days of the completed installation.

E. ESCO shall be responsible for the proper removal offsite of all packaging materials and all replaced or demolished materials or equipment.

F. ESCO will be required to fully disclose all costs and fees associated with this project.

G. Hanover shall; approve proposed equipment, materials, products, and installation plans that may be proposed in project; approve equipment specifications and installation plans for any proposed changes prior to the implementation of any modifications; have the right to make routine inspections and be present during any equipment and systems commissioning procedures conducted and prior to the issuing of the notice to Hanover that it has installed and is considered substantially complete and commenced operating all of equipment and systems. If Hanover approval is requested Hanover shall grant or deny the request within three (3) weeks of receipt of proposed request change.

H. All those submitting a response to the RFP shall identify all subcontractors on the Project to include name of company and/or d/b/a (doing business as). Hanover will have the right to reject any subcontractors submitted by ESCO. ESCO shall receive Hanover's approval in writing for any change in subcontractors that may be necessary to fulfill obligations of a guaranteed Energy Savings Program as a result of this RFP.

9-2 CONTRACTUAL PROVISIONS:

A. Hanover reserves the right of final approval over the scope of work and all end-use conditions. Only prior reviewed and approved equipment and modifications will be permitted by Hanover.

B. ESCO must carry the level of insurance required by Hanover for both the construction and operations phases. Contractor shall provide certification of insurance compliance within ten (10) days after execution of the Contract. Certification shall include: name and address of Insurance Company, Policy Number, Liability coverage amounts.

C. All drawings, reports and materials prepared by ESCO in performance of the contract shall become the property of Hanover and shall be delivered to them as needed or within thirty (30) days after construction is completed and accepted by the Agency that the project is fully installed and operating.

D. ESCO must secure all necessary licenses and permits and comply with all federal and state laws with respect to this project. All work completed under this contract must be in compliance with all building codes and appropriate accreditation, certification and licensing standards.

E. ESCO's will be required to guarantee energy and cost savings on an annual basis and over the term of the guaranteed energy savings contract. No credit for the achievement of savings above and beyond the annual

guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.

F. Terms of Contract. Upon determination of Hanover the term of the guaranteed energy savings contract will cover a 10 year period.

G. Type of Contract: Both the detailed energy audit agreement and the guaranteed energy savings contract will be fixed price contracts

H. Non-Appropriation: If either the detailed energy audit agreement or guaranteed energy savings agreement extend beyond one fiscal year, Hanover shall have the right to terminate the contract if in any fiscal year during the term of the contract, Hanover does not receive sufficient funds in its annual appropriation to make the payments required under the contract.

I. Work Conditions: The contractor will perform the work in such a way that in no way will it interfere with the functioning of the building for student's use. Work may have to be performed after hours. Any area in which work has been performed must be returned in a condition for full use by Hanover. Work will be limited to work days as provided by Hanover calendar and be approved by Hanover.

J. Payment and Performance Bond. The Selected ESCO shall be required to provide payment and performance bonds in the amount of 100% of the total contract amount if a contract is entered into by Hanover.

K. Prevailing Wage Rates. The Contract is a prevailing wage rate contract. The contract shall be subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 981, as amended, 43 P.S. Section 165-1 et seq.

L. Personnel Clearances. All on-site personnel will have all required criminal and background clearances required by State and/or Federal government to include but not limited to, Criminal Background, Child Molestation and FBI background approvals.

M. Steel Products Procurement Act. In the performance of any contract awarded pursuant to this RFP, the contractor, subcontractors, material men, or suppliers shall use only steel 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 steelmaking process. Steel Products include not only case iron products but also machinery and equipment listed in the

United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical), and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such products shall be determined to be a United States Steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States.

When unidentified steel products are supplied under a contract, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification that satisfies the Commonwealth that the contractor has fully complied with these requirements. Any such payments made to any person by the Department, which should not have been made as a result of these requirements, shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply.

In addition to withholding payments, any person who willfully violates any of these provisions shall be prohibited from submitting any bids to any public agency for a period of five (5) years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the Act is a subcontractor, manufacturer or supplier, such person shall be prohibited from performing any work or supplying any materials to a public agency for a period of five (5) years from the date it is determined a violation has occurred.

The contractor shall include the provisions of this Steel Products Procurement Act clause in any subcontract and supply contract, so that the provisions of these provisions shall be binding upon each subcontractor and supplier.

N. Prohibition against the Use of Certain Steel and Aluminum Products. In accordance with the Trade Practices Act of July 23,1968 P.L. 686 (71 P.S. § 773.101 et seq.), the contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase of use of those countries' products, as listed below, is not permitted.

1. BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; tool steel; certain steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.

2. SPAIN: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strands certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.

3. SOUTH KOREA: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

4. ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violations of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

Note: This provision in no way relieves the contractor of its responsibility to comply with those provisions that prohibit the use of foreign-made steel and cast iron products.

O. Non-Collusion Affidavit. All proposers shall be required to submit a completed Non-Collusion Affidavit, Pennsylvania Antibid-Rigging Act-1 0-20-93, with their proposal.

P. Discrimination Prohibited

The Successful bidder agrees:

That in hiring of employees for the performance of work under the contract, or any sub-contract hereunder, the contractor or subcontractor, shall not, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment related;

That the contractor, or subcontractor, nor any person on his behalf, shall not in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color;

That there may be deducted from the amount payable to the contractor under his contract, a penalty of one hundred ($100) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract

Q. Competent Workmen
"The following Act of Legislature on Public School Code of 1949, Section 752,24 P.S. shall be considered a part of this specification: "All Contracts hereafter awarded and entered into by a School District shall contain a clause or stipulation requiring that no person shall be employed to do work, on such Contract except competent and first-class workmen and mechanics and no workman shall be regarded as competent and first class within the meaning of this act except those who are duly skilled in their respective branches of labor and who shall be paid no 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 similar work in the District where work is being done."

R. Pa Human Relations Act. The successful bidder agrees to comply with the provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.), as amended, which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability.

S. Assignment. It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title, or interest therein, or his power to execute such purchase order to contract to any other person, company or corporation without the previous written consent of Hanover.

T. Performance Inference. Contractor shall notify Hanover immediately of any occurrence or conditions that interfere with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

U. Safety Standards. All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Pennsylvania Industrial Commission, the National Electrical Code, the National Fire Protection Association Standards and the Administrative Code, and any applicable Local, State or Federal codes, regulations or ordinances.

V. Licenses. Contractor shall maintain, in. current status, all Federal, State and Local licenses and permits required for the operation of the businesses conducted by the Contractor.

W. Permits. Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with the local municipality, Building Codes, Fire Codes and State Fire Marshall Codes.

NON-COLLUSION AFFIDAVIT INSTRUCTIONS AND FORM

1. This Non-Collusion Affidavit is material to any contract pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., Sections 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the RFP.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

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

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

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

NON-COLLUSION AFFIDAVIT

Project Name:_____

Owner:_____

Project No.:_____

COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF _____ :

I state that I am _____ of

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

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

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

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

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

_____

Name:

_____ Title:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 2020

_____

NOTARY PUBLIC

My Commission Expires _____