



**AMENDED REQUEST FOR PROPOSAL  
RFP# 23-1003  
Design Engineering**

**AMENDED PROPOSAL DEADLINE DATE  
December 5, 2022  
4:00pm**

**SUBMIT PROPOSAL TO:**

**Chester Upland School District  
Attn: Business Office – Procurement  
RFP# 23-1003 Design Engineering  
232 W. 9th St.  
Chester, PA 19013  
Contact Person: Irvin Maldonado  
Phone: 302-345-3537  
Email: [imaldonado@chesteruplandsd.org](mailto:imaldonado@chesteruplandsd.org)**

**Chester Upland School District  
232 W. 9th St., Chester, PA 19013  
Amended Request for Proposal**

The Chester Upland School District (CUSD) is pleased to issue this Request for Proposal (RFP) for Design Engineering. The CUSD is seeking engineering design professional(s) to support the district with three - ESSER III Projects at the following schools with-in the Chester Upland School District.

**Description of Proposal Submission**

Proposals may be submitted via hand delivery or by mail in a sealed envelope labeled “RFP #23-1003 Design Engineering.” Only firms submitting proposals by the deadline date and time will be considered. The proposals are due on or before 4:00pm on December 5, 2022

All proposals must be guaranteed through completion of the contract.

An electronic copy of this RFP and any related materials (including any amendments or requests for information) will be posted at website.

**Scope of Services**

The CUSD is seeking engineering design firms for the following projects at the below list of school locations:

- Toby Farms Intermediate School** - 201 Bridgewater Road, Brookhaven, PA 19015, Built in 1963, 65,400 sq ft school building

**Scope of Work:** Complete HVAC Upgrades, Replace Curtain Wall Window system, Upgrade Electrical Service, Remove/Replace Classroom Casework, Paint Classrooms, Replace Flooring, Upgrade light fixtures, Repair/Replace Acoustical ceilings each classroom, Upgrade fire alarm, and upgrade Low Voltage devices. (Final Scope of Work is subject to change based upon budget).

**Project Timeline:** Must be completed by **July 30, 2024**

**Fee:** Please provide a fee for this project for design, bidding, and construction administration on a percentage basis in increments of \$1,000,000 in construction cost from \$1,000,000 to \$10,000,000

Construction Cost	\$0-\$1M	\$1M-\$2M	\$2M-\$3M	\$3M-\$4M	\$4M-\$5M	\$5M-\$6M	\$6M-\$7M	\$7M-\$8M	\$8M-\$9M	\$9M-\$10M	\$10M+
Fee %											

**Scope of Services**

The CUSD is seeking engineering design firms for the following projects at the below list of school locations:

1. **Chester Upland School of Art (CUSA)** - 501 West 9th Street, Chester, PA 19013, Built in 1918, 63,200 sq ft school building

**Scope of Work:** Upgrade/Replace Chiller and Windows throughout

**Project Timeline:** Must be completed by **September 30, 2024**

**Fee** – Please provide a fee for this project for design, bidding, and construction administration on a percentage basis in increments of \$1,000,000 in construction cost from \$1,000,000 to \$10,000,000

Construction Cost	\$0-\$1M	\$1M-\$2M	\$2M-\$3M	\$3M-\$4M	\$4M-\$5M	\$5M-\$6M	\$6M-\$7M	\$7M-\$8M	\$8M-\$9M	\$9M-\$10M	\$10M+
Fee %											

### Proposal Format & Content

#### Organizational Data

This section of the proposal shall include the following:

- The legal name and ownership of the organization making and submitting the proposal, mailing address of the organization’s headquarters, IRS tax identification number and its telephone number.
- The name and title of the person(s) of the organization who has the authority to sign the proposal.
- The name and title, address, telephone number, and email address of the individual who will be responsible for providing any additional information required and for obtaining necessary corporate or organization approvals.

#### Experience of the Organization

Describe the Organization’s experience with this type of work, including the school districts, municipalities or other clients for whom the organization has provided similar services.

Each Organization must include a minimum of four (4) clients for whom you have provided similar services. For each reference, the Organization must provide the name, address, and current telephone numbers of the contact person. Information obtained from the references will be evaluated by the CUSD. The Proposer must recognize that to ensure the effectiveness of this information review process, references must be able to speak frankly and openly. Proposers, therefore, must release the organizations and individuals listed on this form from any claim or liability, due to responses given to request for information by the CUSD regarding the Proposer or the Proposer’s performance of work.

#### Organizational Capacity

Describe the Organization’s capacity to perform the work, including a detailed description of the individuals who will fill key personnel roles. A single point of contact is requested. If any key personnel are not currently hired by the organization, describe the qualifications that the CUSD can expect to have in the key personnel positions up commencement of an agreement.

#### Work Plan

Provide a detailed plan for performing the work of this RFP, including planning, implementation, reporting, and troubleshooting.

### Timeline of Events

With the understanding that the work will evolve during the course of this contract term, each Proposer should outline an expected timeline to ensure no project completion date is after the date listed in the 'Scope'.

### Cost Proposal

A detailed budget narrative must accompany the proposed budget amount. The fee schedule listed under 'Scope' may be used for this section. If the Contractor will require the CUSD to sign any service agreements or other paperwork, a copy of the agreements/forms must be included with the proposal.

### **Additional Information**

Term of the Agreement. The estimated term of the agreement will be through completion of listed projects, currently expected for September 30, 2023, for **Toby Farms Intermediate School** & September 30, 2024 for **Chester Upland School of Art (CUSA)**.

Governing Law: This request for proposal and all services delivered as a result will be governed by the laws of the Commonwealth of Pennsylvania.

Incurring Costs: The CUSD is not liable for any costs the Proposer incurs in the preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of a contract.

Rejection of Proposals: The final selection among responding organizations will be based on an analysis of the organization's ability to provide the CUSD with the highest quality/cost effective services. The CUSD reserve the right to reject any and all proposals, to negotiate changes in the scope of work of services to be provided, to request new proposals, and select consultants for additional work. In addition, the CUSD reserves the right to waive any irregularities in proposals and to make decisions in the best interest of the district.

Termination: See Termination for cause and for convenience in the EDGAR Certification Addendum for Contract Funded by U.S. Federal Grant.

Equal Employment Opportunity: The CUSD declares itself to be an equal rights and opportunity agency. As an equal rights and opportunity agency, it does 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.

### **Qualifications for Consultants/Ranking Criteria**

In order to qualify to work on the proposed project, the consultants or consulting firm must

- Qualifications, Project Team and Proposer Response (25%)
- Pricing proposal (75%).

### **Criteria for Evaluation**

Submitted proposals will be reviewed by a selection committee consisting of Receiver, Solicitor. Once consensus is reached by the selection committee, a contract will be prepared with the preferred consultant(s) or consulting firm.

### **Americans with Disabilities Act (ADA)**

As part of the project, the Selected consultant will be required to ensure the plans and specifications are in compliance with ADA regulations. Additionally, the selected consultant shall comply with General Prohibitions against Discrimination, 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs.

### **Indemnification**

The Consultant will indemnify and defend the School District and hold harmless from any and all claims, liabilities, loss or damage, including attorney's fees, caused in whole or in part and/or contributed to by any defect in goods and/or any errors or omissions in furnishing services, delay in furnishing goods and/or services, breach of contract and/or negligent and/or wrongful acts of bidder.

### **Safety and Health Regulations**

The Consultant agrees that should he/she enter into a contract with the School District to perform all or any portion of the work included herein, he/she will comply with all of the provisions of the U.S. Department of Labor, occupational Safety and Health Administration, Safety and Health Regulations and with all of the provisions of the Pennsylvania Health and Safety Act, 43 P.S. 25-1, et seq.

### **Alternations or Modifications**

This contract will be under the direct supervision of the School District or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the School District authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work shall be allowed unless covered by written agreement.

### **Right to Audit Records**

The School District shall be entitled to audit the books and records of the proposer or any subcontractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

### **Dissemination of Information**

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents related to the School District, the account or performance of services under the agreement with prior written consent of the School District; and shall indemnify and hold harmless the School District, its officers agents and employees from all liability which may be incurred by reason of dissemination, data, documents, or material pertaining to the School District, the account or the contract by the proposer or its agents or employees.

However, the School District is subject to the provisions of the PA Right-to-Know Law and this any contract is subject to the requirements of that law.

### **Permits/Licenses**

The Proposer shall, at its own expense, pay all fees and procure all necessary licenses and permits needed to conduct work required under the terms of this contract. The proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

### **Observance of Laws, Ordinances and Regulations**

The Proposer at all time during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statues, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

### **Contract Execution**

The successful Proposal shall, within ten (10) calendar days after mailing of contract documents by the School District to the Principal, enter into contract with the School District. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the School District, or other persons. All attached are considered as part of this document.

### **Additional Information**

The following documents are required to be included with the submission of the proposal.

- a. Certificate of Insurance (See Requirements Below)
- b. Non-Discrimination Statement
- c. Conflict of Interest and Records of Required Audits.

Those who have questions or desire further information should contact: All correspondence should be submitted via the "Clarifications" feature within Penn Bid.

### **Insurances**

**WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the School District free and discharged of and from any and all responsibility and liability therefore of any sort or kind.

The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of RFP for preparation of the Parks, Trails and Open Space Master Plan as it pertains to the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the School District.

The Proposer shall assume and be liable for all blame and loss of whatsoever nature by

reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the School District from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the School District, produce evidence of settlement of any such action before final payment shall be made by the School District. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the School District. The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the School District as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the School District as additionally insured. Certificates of such insurance shall be filed with the School District. The minimum amount of Liability Insurance to be maintained by the Consultant during the life of the contract shall be as follows:

Comprehensive General Liability - for bodily injury and property damage - including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability - in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the School District a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the School District its elected officials, agents, Engineer, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the School District. Such certificate shall be issued to: Chester Upland School District. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the School District.

1. All subcontractors performing work under this contract must furnish to the School District a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage. The Chester Upland School District shall be listed as certificate holder and additionally insured.

### **NONDISCRIMINATION CLAUSE**

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestral national origin, age, or sex. Contractor shall take affirmative action to insure that applicants employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training. Contractor shall post in conspicuous places,

available to employees, agency of applicants for employment, and other persons, a notice to be provided by the contracting agencies setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if any evidence indicates that the Contractor was not on notice of the third-party discrimination or made good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet the obligations under this nondiscrimination clause. Contractor shall then employ and fill vacancy through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discriminatory hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contractor with any such laws, this contract may be terminated, suspended, in whole or in part, and Contractor may be declared temporarily ineligible for future Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documentation records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in any subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities in Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Consultant: \_\_\_\_\_ Date: \_\_\_\_\_



**CONFLICT OF INTEREST**

**Interest of Local Public Officials**

No member of the governing body of the locality or entity and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the governing body contractor shall take appropriate steps to assure compliance.

**Interest of Contractor and Employees**

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

**RECORDS AND AUDITS**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Municipality and County to assure proper accounting for all project funds. These records will be made available for audit purposes to the Municipality and County or any authorized representative, and will be retained for three years after the close out of the project by the County unless stipulated otherwise by the County.

The undersigned contractor agrees to abide by the above provisions.

By: \_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

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

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

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

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**(A) Applicant Violation or Breach of Contract terms**

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

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

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

Pursuant to Federal Rule (A) above, when Chester Upland School District expends federal funds, CUSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

Pursuant to Federal Rule (B) above, when Chester Upland School District expends federal funds, CUSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by CUSD, Vendor certifies that during the term of an award for all contracts by CUSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

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

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(G) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

The Applicant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

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

**(H) Domestic Preferences**

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

**(I) General Compliance and Cooperation with District**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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**BID VENDOR/SUPPLIER PROFILE FORM  
COMPANY DEMOGRAPHIC INFORMATION**

Company Legal Name:	
Doing Business As Name:	
Street Address:	
City/State/Zip:	
Website:	
Federal Tax ID #:	
State Tax ID #:	
Dun & Bradstreet (DUNS) No:	
Year Business Was Established:	

Primary Contact for Bid:	
Email Address:	
Cell Phone Number:	

**Suspension & Debarment**

For your bid to be considered, the Bidder must certify your understanding that furniture & equipment purchased through this bid may come from State or Federal funds.

The prospective Bidder certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this bid by any State or Federal department of agency.

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chester Upland School District**  
**Design Engineering RFP #23-1003**  
**RFP SUBMISSION FORM**

Bidder Company Name:

As the authorized representative of \_\_\_\_\_, I understand and accept the requirements outlined in the Request for Proposal document for CUSD RFP #\_\_\_\_\_, Design Engineering.

I understand that the CUSD acts as a whole to reserve the right to reject any or all bids not deemed satisfactory or to select single items from any bid.

Non-Discrimination Assurance: The Bidder certifies that it will not discriminate in the course of activities outlined in the bid proposal. Discrimination will not be made on the basis of race, color, sex, age, religious creed, disability, ancestry or national origin.

Indemnification: The Bidder agrees that if awarded an order under this bid, the Bidder will indemnify and save harmless the CUSD from all suits and actions of every nature brought against them or any of them growing out of any order or orders, written or verbal, entered into between the CUSD and the Bidder.