

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL CONSTRUCTION PHASE  
ENGINEERING SERVICES:  
RESIDENT PROJECT REPRESENTATIVE**

**JUNIATA BUSINESS AND INDUSTRY, INC.  
JUNIATA COUNTY INDUSTRIAL PARK EXPANSION PROJECT  
FERMANAGH TOWNSHIP, PENNSYLVANIA**

Proposals Solicited by:  
Juniata Business and Industry, Inc.  
c/o SEDA-Council of Governments  
201 Furnace Road  
Lewisburg, PA. 17837



Dates of Publication: December 4, 11, 18, 25, 2019

Contact: Mitzi Gallagher-Long, SEDA-COG

## **REQUEST FOR PROPOSALS**

Juniata Business and Industry, Inc. (JBI, Inc.), c/o SEDA-Council of Governments (SEDA-COG), is requesting proposals for full-time Resident Project Representative (RPR) services in relation to the construction of the Juniata County Industrial Park Expansion Project.

Proposal details may be obtained by contacting:

Mitzi Gallagher-Long, Project Coordinator  
SEDA-COG  
201 Furnace Road  
Lewisburg, PA 17837

Proposal details are also available at [www.seda-cog.org](http://www.seda-cog.org) – News, Notices, Publications.

Proposals will be accepted until 2:00 PM, prevailing time, January 17, 2020, at which time they will be publicly opened at SEDA-COG, 201 Furnace Road, Lewisburg, PA 17837. Proposals shall be on the forms required, sealed and clearly marked on the outside, "Resident Project Representative Proposal" and submitted to Ms. Gallagher-Long at SEDA-COG, 201 Furnace Road, Lewisburg, PA 17837.

**Proposals that are faxed or e-mailed to SEDA-COG cannot be accepted.**

**REQUEST FOR PROPOSALS  
RESIDENT PROJECT REPRESENTATIVE FOR  
PROFESSIONAL CONSTRUCTION PHASE ENGINEERING SERVICES**

Juniata Business and Industry, Inc. ("JBI, Inc." or Owner(s)), c/o SEDA-COG, is requesting proposals for the purchase of full-time Resident Project Representative (RPR) services in relation to the construction of the Juniata County Industrial Park Expansion Project.

The following narrative outlines the major responsibilities of the proposers. It should be recognized by all proposers that the Scope of Services included herewith might exclude some minor, incidental Engineering responsibilities not currently identifiable. Proposals shall include the attached "Standard Engineering Estimate" and be submitted to:

Mitzi Gallagher-Long, Project Coordinator  
SEDA-COG  
201 Furnace Road  
Lewisburg, PA 17837

All proposals shall be sealed and clearly marked on the outside, " Resident Project Representative Proposal" and must be received by 2:00 PM, prevailing time, January 17, 2020 , at which time they will be publicly opened at SEDA-COG, 201 Furnace Road, Lewisburg, PA 17837.

All questions concerning this RFP must be submitted in writing via e-mail. Each question shall include a reference to the specific page or section of the RFP in question. Questions shall be sent to the attention of:

Mitzi Gallagher-Long, Project Coordinator  
SEDA-COG  
201 Furnace Road  
Lewisburg, PA 17837  
(570) 524-4491 (t)  
mgallagherlong@seda-cog.org

## **PROJECT DESCRIPTION**

### **Funding:**

Juniata Business and Industry, Inc., proposes to use a recently approved Pennsylvania Office of Budget, Redevelopment Assistance Capital Program (RACP) grant and U.S. Department of Commerce, Economic Development Administration (EDA), Economic Adjustment Assistance Program grant, for the acquisition of approximately 59 acres to be used as an expansion to the Juniata County Industrial Park, with construction development of approximately 29 of these acres. All requirements of RACP and EDA grants must be adhered to during construction and the duration of the project until both grants are closed out by the appropriate agencies.

It is anticipated that the project's total construction cost will be in the \$2,000,000 range with an expected start date of Spring 2020.

### **Engineering Services:**

JBI, Inc. will be procuring, through an advertised Request for Proposals, Professional Engineering Services to plan, design and oversee construction administration duties of the project.

### **Project Narrative:**

JBI, Inc. acquired approximately 59 acres of farm land adjacent to the existing Juniata County Industrial Park in 2019. An Environmental Assessment was completed by the EDA, which noted a requirement for a Phase I Archaeological Study to be completed. That study is currently underway and expected to be completed by December of 2019. Expansion work to approximately 29 acres includes development of all necessary infrastructure, including construction of an access road, storm water containment, sewer lines, potable water system with a pump station, earthwork, high speed data fiber and conduit lines.

### **Project Schedule:**

The following timeline is expected for the completion of the project:

- Final Design complete – February 3, 2020;
- Advertise for Bids – March 2, 2020;
- Construction Notice to Proceed – April 24, 2020;
- Post Construction RPR Activities Complete – June 24, 2021.

Construction is anticipated to last twelve months until substantial completion. It is anticipated that two additional months will be needed until final completion.

## **SCOPE OF SERVICES**

In general, the Scope of Services to be provided under this Request for Proposals shall provide a greater degree of confidence that the final constructed project conforms to the requirements set forth in the Contract Documents and the integrity of the design engineer's intent for the project as a functioning whole is satisfied as implemented by the Contractor(s).

- A. The Resident Project Representative ("RPR") shall assist Engineer in observing progress and quality of the Work. The RPR is to provide full-time representation while construction activities are underway. The RPR is the representative of the owner of the project site and will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding RPR's actions.
  
- B. Through the RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owners against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer or RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work.
  
- C. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owners through the Engineer; However, the RPR shall keep the Owners reasonably informed of its work by advising the Owner of, among other things, any material changes, timeliness issues or any disputes between the Engineer and RPR.
  
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as stakeholder meetings, preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and, as appropriate, prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
  - a. Serve as Owner's and Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  - d. Keep Owners reasonably informed of its work by advising Owner of, among other things, any material changes, timeliness issues and disputes between Engineer and RPR.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), grant requirements, or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor. All construction change orders must be approved by the funding agencies, Engineer and Owner prior to work being performed.

9. Review of Work; Defective Work:
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is, nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups:
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. Records:
  - a. It is anticipated that the Engineer or Contractor will provide a secure Project Documentation Website for the transmittal, storage and notification of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format.
  - b. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- c. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - d. Upon request from an Owner to Engineer, photograph or video work in progress or site conditions.
  - e. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - f. Maintain records for use in preparing Project documentation.
  - g. Upon completion of the work, furnish original set of all RPR Project documentation to Engineer.
12. Reports:
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owners copies of all inspection, test, and system start-up reports.
  - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.



14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the grants and Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the grants and Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion:
  - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of the Owners and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the grant requirements or Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of RPR's authority.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the Owners or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owners to occupy the Project in whole or in part.

### **TERMS OF PAYMENT**

The RPR will be required to enter into a written Professional Services Agreement with JBI, Inc., which will incorporate the information contained in this Request for Proposals.

The successful proposer will be paid on a **TIME, Not to Exceed** basis. Cost Proposal shall include a detailed breakdown of the proposed cost of the work matching the provided Staffing Approach with hourly rates and all reimbursable expenses. Hourly rates shall include any and all reimbursable expenses.

Overhead cost and direct non-labor costs must be included in quoted hourly rates. The fee schedule shall include all fees for performing all tasks listed under "Scope of Work" to complete the project. The Standard Consultant Estimate signed by an individual authorized to bind the consultant shall be submitted with the proposal, and shall remain valid and fixed for the entire term of construction through final acceptance by JBI, Inc.

It should be noted that all invoices submitted to JBI, Inc. for RPR work shall include a detailed summary report detailing time billed by task. These reports and schedules shall be approved by the procured Professional Engineering Services firm, and JBI, Inc. as a condition of payment.

Payments shall be made to the RPR on a monthly basis, by JBI, Inc.

Invoices shall be provided setting forth the percentage of work completed to date, establish the amount due based on the percentage completed, less any previous amounts.

### **MBE/WBE GOALS**

It is the public policy of Juniata County, to promote the opportunity for full participation by minority and women's business enterprises ("MBE's" and "WBE's") in all projects receiving federal funds.

If the RPR firm is an MBE/WBE business, a certification form shall be submitted with the proposal attesting to the firms status as such.

If any part of the project is subcontracted, requires purchases for services or requires the hiring of additional employees, the proposers must submit documentary evidence of MBE/WBE business concerns who have been contacted and/or to whom commitments have been made. If no solicitation was made to MBE/WBE's, please indicate the reason(s). If there is no need for additional employees or trainees or no need to contract for work, then the MBE/WBE requirements are not triggered.

## **PROPOSAL SUBMISSION AND EVALUATION**

Three (3) copies of the proposal must be submitted to:

Mitzi Gallagher-Long, Project Coordinator  
SEDA-COG  
201 Furnace Road  
Lewisburg, PA 17837

Proposals must be received no later than 2:00 pm Prevailing time, January 17, 2020. **Proposals that are faxed or e-mailed to SEDA-COG cannot be accepted.** JBI, Inc. reserves the right to accept or reject any and all proposals or to waive any irregularities.

Proposals will be reviewed and evaluated by JBI, Inc. The evaluation will include the following areas in order of relative importance:

- Adequacy of proposal in the terms of addressing the needs that are set forth in the Request for Proposals.
- Qualifications and Experience Statement (ability to achieve quality and value in project).
- Relevant experience, past performance, capacity.
- Quality of previous work.
- Adequacy of resources/record of completing projects on time.
- Cost.
- Proposer's commitment to the obligations of Juniata County's Minority Owned Business Enterprises and Women Owned Business Enterprises Action Plan (MBE/WBE).
- Proposer's commitment to Equal Employment Opportunity (EEO).

Note: Cost is only one of several criteria to be considered in evaluating proposals. Accordingly, SEDA-COG will not publish proposal cost summaries. Proposers are, however, invited to attend the opening.

## **REQUIRED INFORMATION**

Each proposer shall provide all information herein requested. Proposals that fail to demonstrate the ability to furnish the necessary experience, personnel and equipment required for the project will be considered non-responsive. Firms may be requested to sit for interviews and/or negotiation of contract terms and fees prior to contract award. Further, no proposal will be considered unless the attached Standard Form is completed in its entirety.

**Qualifications and Experience:** At a minimum, the proposer must demonstrate that it meets or exceeds the following minimum qualifications:

- The individual proposed for RPR must have at least five years' experience in construction management and inspection with at least five years' experience serving in a capacity comparable to RPR, such as resident engineer, resident inspector, resident manager, or full time project representative on similar construction projects, including utility installation, earthwork, development of access roads, storm water containment, water systems and sewer systems including pump station projects.
- The project proposes to use funds from the RACP and EDA grant programs. Experience and knowledge regarding the requirements of both grants, including Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Clean Air Act, Federal Water Pollution Control Act, Equal Employment Opportunity, Civil Rights Act, Debarment and Suspension Regulations, Byrd Anti-Lobbying Amendment, Pennsylvania Steel Procurements Act, the Public Work's Contractors' Bond Law, PA Prevailing Wage Act, Americans with Disability Act and the Trade Practices Act of July 23, 1968 is preferred.

**Availability and Commitment Statement:** The proposal shall include a statement concerning the proposer's availability to perform the requested services within the project schedule, including identified key personnel. Any potential availability conflicts for the key personnel identified in the organization chart shall be identified. The statement shall also describe the proposer's level of commitment to this project.

**Project Understanding Statement:** The proposal shall include a statement to generally describe the proposers understanding of the project in terms of its nature, complexity and critical stages. The statement shall describe the proposers understanding, approach and abilities to assist with achieving the following goals:

- Quality and value in the completed project;
- Full regulatory compliance throughout all construction phases;
- Budgetary control and schedule management through the completion of the project.

The statement shall indicate that the proposer understands the complexity of the project and what means and methods will be utilized to ensure meeting or exceeding the above goals.

**List of Prior Projects:** The proposal shall include a list of the proposers RPR engagements within the last five years, providing similar and comparable services to that requested. The list shall include contact information to verify performance. The list shall identify any specific construction experience, as well as identifying specific regulatory relationships pertinent to this project.

**Project Organization and Staffing Approach:** A project organizational chart shall be included in the proposal identifying specific personnel and their roles. The staffing approach should describe the proposer's approach to staffing the project and include a breakdown of estimated man-hours for the duration of the project. Proposers should assume a 12-month contract time from Notice to Proceed to Substantial Completion and an additional two months to Final Completion.

**Resumes:** Resumes of the identified key personnel listed in the organizational chart shall be included in the proposal. The assignment of the appropriately qualified and experienced individuals is essential. Resumes that do not demonstrate the required experience and qualifications for the assignment and function may cause the proposal to be considered non-responsive.

The resumes of identified personnel shall include the role in which they will serve, their training, expertise, and availability for this project. The resumes shall list their specific project experience, identifying the projects, a brief description of the project, and their function on the projects.

Provide at least two references of previous owners and two references of contractors with contact information (names and telephone numbers) that can verify the identified experience of the identified key personnel.

**Insurance Requirements:** Professional Liability Insurance and Bonding are required for this project. Insurance and Bonding must be from a company listed on the US Treasury Circular 570, as required by EDA. Please indicate the level of coverage provided and if the provider meets the requirement.

**Juniata Business and Industry, Inc. reserves the right to accept or reject any and all bids or to waive any irregularities.**

### **Compliance Requirements**

The following are compliance requirements that each proposer must comply with. The list is not a complete listing of all compliance requirements. Further details and additional compliance requirements will be contained in the awarded contract.

**MBE/WBE Requirements:** If the proposer is a MBE/WBE a certification form shall be submitted with the bid attesting to the firms' status as such.

If subcontracting opportunities exist, the proposer shall make a good faith effort to promote the opportunity for full participation of qualified MBE/WBE firms.

**Equal Employment Opportunity:** Each proposer shall agree to comply with the Equal Employment Opportunity regulations, and ensure against discrimination of any employee or applicant for employment because of race, religion, sex, color, national origin or gender identity.

**Davis-Bacon Act:** Each proposer shall ensure compliance with the Davis-Bacon Act to ensure contractors pay wages to laborers and mechanics at a rate not less than the prevailing federal wage specified in the wage determination issued by the Department of Labor, and ensure contractors are paying wages not less than once a week.

**Copeland Anti-Kickback Act:** Each proposer shall agree to comply with the Copeland Anti-Kickback Act, which prohibits any recipient, contractor or subrecipient from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or found violations must be reported to the EDA.

**Contract Work Hours and Safety Standards Act:** Each proposer shall ensure compliance to the Contract Work Hours and Safety Standards Act to ensure contractors compute the wages of mechanics and laborers on the basis of a 40 hour work week. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further no mechanic or laborer must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**Clean Air Act and Federal Water Pollution Control Act:** Each proposer shall ensure compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act. Violations must be reported to the EDA and the Regional Office of the Environmental Protection Agency.

**Debarment and Suspension:** Each proposer shall ensure that contract awards are not made to parties listed on the government exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**Byrd Anti-Lobbying Amendment:** Each proposer shall ensure compliance with the Byrd Anti-Lobbying Amendment ensuring that 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 the Byrd Amendment.

**Energy Conservation Provisions:** Each proposer shall ensure compliance to the mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

**Freedom of Information Act (FOIA):** Each proposer shall ensure compliance with the Freedom of Information Act. This project is subject to the FOIA requirements. As such, federal agencies are required to disclose any information requested under the FOIA.

**Termination of Contract:** JBI, Inc. may terminate the awarded contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the JBI, Inc., the contractor will be paid for the time provided and expenses incurred up to the termination

date. If the contract is terminated due to the fault of the contractor, termination of contract for cause language contained herein shall apply.

**Termination of Contract for Cause:** If, through any cause, the contractor shall fail to fulfill in timely and proper manner their obligations under the awarded contract, or if the contractor shall violate any of the covenants, agreements or stipulations in the contract, JBI, Inc. shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor shall, at the option of JBI, Inc., become the property of JBI, Inc. and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Notwithstanding the above, the contractor shall not be relieved of liability to JBI, Inc. for damages sustained by the contractor by virtue of any breach of the contract by the contractor, and JBI, Inc. may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due JBI, Inc. from the contractor is determined.

**Non Discrimination/Sexual Harassment Clause:** Each proposer shall agree to the terms listed on Attachment A of this RFP, Non Discrimination/Sexual Harassment Clause, and ensure compliance to those terms.

**STANDARD ENGINEERING ESTIMATE**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

Resident Project Representative (resumes for each personnel identified below must be attached)

Name of Personnel	Hours		Hourly Rate		Total
		X		=	
		X		=	
		X		=	
		X		=	
				Not to Exceed Computed Total =	

I, \_\_\_\_\_, an authorized representative of the above-indicated firm, have reviewed and understand this Request for Proposals, and I/we am/are prepared to provide the required services for the above rates.

(SEAL)

\_\_\_\_\_



**MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT  
TO BE SUBMITTED WITH THE BID**

Goals of **5%** for minority business enterprise and **3%** for women business enterprise participation have been established.

Name of Bidder:	Project Name:
Address:	Bid Opening Date:
Email Address:	Contact Person:
Telephone Number:	

List those minority/women owned businesses from which you solicited quotes and/or received quotes in regard to this invitation for bid.

Company Name & Telephone Number	MBE* (enter code from below)	WBE (X)	Type of Construction, Equipment, Services, and/or Supplies to be provided to the Project	Total Dollar Amount of Quote Received  (Please mark NR If no response was received)	Total Dollar Amount Awarded  (If not awarded indicate reason)
Prepared By:			Title:		

\*Ethnic Code: A- Asian-Pacific Americans; B-African Americans; H-Hispanic Americans; N- Native Americans

**REQUIRED TO BE COMPLETED AND SUBMITTED WITH PROPOSAL**

## **MINORITY AND WOMEN BUSINESS ENTERPRISE BIDDER CERTIFICATION**

The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the goals for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

*Where the goals are not met*, the below statements, if accurate, shall be certified by the bidder:

1. The limited number or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

By signing below, I certify that the above statements are true and accurate.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED TO BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**ATTACHMENT A**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee 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. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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 of its employees.
3. Neither the Grantee nor any subgrantee nor any 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 services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any 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.
5. The Grantee, any subgrantee, contractor or any 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 grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and

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 employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any 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 granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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