



To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: October 21, 2024

Subject: Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

RECOMMENDATION:

Subsequent to the finalization of the agenda packet, the Contract Services Agreement with Precision Concrete Cutting for Sidewalk Condition Assessment Services was finalized by the City Attorney.

It is recommended that the City Council:

- a. Approve a Contract Services Agreement with Precision Concrete Cutting (Attachment “A” – Contract No. 2309) through Keystone Purchasing Network Contract Reference No. KPN-202201-04 in an amount not to exceed \$1,006,900, for sidewalk condition assessment services;
- b. Approve a contingency up to \$114,939 for any change orders due to unforeseen conditions or change in work; and
- c. Authorize the City Manager, or designee, to execute the agreement and make any non-substantive changes.

BACKGROUND:

The Contract Services Agreement between the City and Precision Concrete Cutting (Precision) for Sidewalk Condition Assessment Services has multiple exhibits. These exhibits are comprised of detailed procurement related documents which established the cooperative agreement between the Keystone Purchasing Network and Precision for Sidewalk Assessment, Repair and Maintenance Services; the City is piggybacking off this contract. Due to the number of procurement documents and their complexity, the City Attorney required additional time to analyze and properly develop the contract services agreement.

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With the contract services agreement being finalized by the City Attorney, staff recommends that the City Council approve with Precision Concrete for sidewalk condition assessment services.

BUDGET IMPACT:

The cost of work for sidewalk condition assessment and maintenance services is \$1,006,900 plus a contingency of \$114,939 for a total of \$1,121,839. Sufficient funding is available to fund the expenses associated with this agreement through American Rescue Plan Act (ARPA) funds for citywide sidewalk repairs.

CONCLUSION:

Staff recommends that the City Council approve a Contract Services Agreement with Precision Concrete Cutting through Keystone Purchasing Network Contract Reference No. KPN-202 for sidewalk condition assessment services; approve a contingency up to \$114,939 for any change orders due to unforeseen conditions or change in work; authorize the City Manager, or designee, to execute the agreement and make any non-substantive changes.

ATTACHMENT:

A. Contract No. 2309



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Precision Concrete Cutting)

(Nature of Engagement: Sidewalk Assessment, Repair and Maintenance Services)

(Cooperative Purchase: Keystone Purchasing Network, Contract No. KPN-202201-04)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 21st day of October, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and PRECISION CONCRETE CUTTING, INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY, in an effort to maintain sidewalk safety, requires sidewalk assessment, repair and maintenance services which do not constitute a "public project" within the meaning of Public Contract Code Section 20161(c); and

WHEREAS, CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, the Keystone Purchasing Network ("KPN") is a cooperative purchasing program of the Central Susquehanna Intermediate Unit, No. 16, a public agency established under the law of the State of Pennsylvania that obtains competitively solicited bids for supplies and services and makes its competitively procured pricing available to other public agencies nationwide; and

WHEREAS, on February 16, 2022, CONTRACTOR was awarded a contract under the KPN program for sidewalk assessment, repair and maintenance services, the pricing for which is extended to CITY pursuant to KPN's cooperative purchasing program; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of October 21, 2024 under Agenda Item No. 9.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF SERVICES.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform the various services and tasks described in the following:
1. Those certain bid solicitation documents of KPN entitled "Invitation for Bids, KPN 202201-04 Trip Hazard Removal, Part I: General Terms and Conditions" and "Invitation for Bids, KPN 202201-04 Trip Hazard Removal, Part II: Bid Category Specifications" published December 13, 2021, which are attached and incorporated hereto together as **Exhibit "A"** (hereinafter, the "Baseline Requirements"); and
 2. Those bidder's response documents of CONTRACTOR submitted in response to KPN's invitation to bids which are attached hereto collectively as **Exhibit "B"**, and which are comprised of the following documents:
 - a. KPN Bid Form A: Bid Affidavit as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - b. KPN Bid Form B: Acceptance of Bid and Contract Award as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - c. KPN Bid Form C.1: Service Questionnaire as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - d. KPN Bid Form C.2: Certification of Ability to Serve KPN Members as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - e. KPN Bid Form D: Company Information as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - f. KPN Bid Form E: Exception to Terms and Conditions as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - g. KPN Bid Form F.1: Compliance and Deviations as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - h. KPN Bid Form F.2: Deviations as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - i. KPN BID Form G.1: Discount and Pricing Schedule as completed and submitted by CONTRACTOR dated January 12, 2022; and
 - j. KPN Bid Form G.2: Line Item Pricing as completed and submitted by CONTRACTOR dated January 12, 2022.

The capitalized term "Contractor's Bid Proposal" shall be a collective reference to all of the above referenced documents which are attached to this Agreement collectively as **Exhibit "B"**.

3. That certain document of KPN entitled "Precision Concrete Cutting, Contract #: KPN-202201-04, Commodity: Trip Hazard Removal, Executive Summary" which is attached and incorporated hereto as **Exhibit "C"** (the "Executive Summary"); and
 4. Those certain documents each entitled "Extension of Agreement, KPN BID 2022, Contract EXTENSION AGREEMENT made by and between Precision Concrete Cutting (Vendor), Category: Trip Hazard Removal and The Central Susquehanna Intermediate Unit (CSIU) d/b/a/ Keystone Purchasing Network (KPN)" dated January 6, 2023 and January 25, 2024 which are attached and incorporated hereto collectively as **Exhibit "D"** and any like extensions that may subsequently be approved by KPN (collectively, the "Cooperative Agreement Extension Documents").
- B. For purposes of this Agreement, the capitalized term "Scope of Services" shall be a collective reference to the Baseline Requirements, Contractor's Bid Proposal, the Executive Summary and the Cooperative Agreement Extension Documents. For purpose of this Agreement the capitalized term "Services" shall be a collective reference to all of the various services and tasks to be provided and/or performed by CONTRACTOR and all of the various equipment, improvements, materials and supplies to be provided and/or installed by CONTRACTOR as described in the documents that comprise the Scope of Services. All references to the terms "member(s)", "participating member(s)", "KPN member(s)" or "registered KPN member(s)", "member agency" as set forth in the documents that comprise the Scope of Services shall mean and include CITY.
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. The provisions of paragraphs (A) through (C), above, notwithstanding:
1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits to this Agreement or as between the various exhibits to this Agreement and the text of the Agreement document to which the exhibits are attached shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Services be provided at the same or better unit pricing as set forth in KPN Bid Form G.2: Line Item Pricing as completed and submitted by CONTRACTOR dated January 12, 2022".

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2. Except as provided under, KPN Bid Form F.1: Compliance and Deviations and KPN Bid Form F.2: Deviations as both were completed and submitted by CONTRACTOR, whenever the provisions of an exhibit to this Agreement conflict with, or are inconsistent with, the provisions of another exhibit to this Agreement or this provision this Agreement to which the exhibits are attached: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control; and (iii) to the extent this Agreement requires compliance with prevailing wage and other labor laws of the State of California as well as federal prevailing wage and other labor laws, the more stringent provisions of such laws shall govern and control to the extent of any conflict or inconsistency as between the two.
 3. Except as otherwise provided under subparagraphs (D)(1) and (D)(2) of this Section, above, in the event of any conflict or inconsistency between the provisions of this Agreement document and the provisions of any exhibits attached to this Agreement document, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.
- E. CONTRACTOR warrants and represents that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be provided under this Agreement and the location(s) where such Services are to be performed; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Services are to be performed and has or will acquaint itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- F. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

SECTION 2. PERFORMANCE OF SERVICES.

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks

contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

SECTION 3. COMPENSATION.

- A. CONTRACTOR shall perform all the Services in accordance with KPN Bid Form G.2: Line Item Pricing as completed and submitted by CONTRACTOR dated January 12, 2022 (hereinafter, the "Compensation Schedule").
- B. Paragraph (A) of this Section notwithstanding, CONTRACTOR's total compensation for all Services performed under this Agreement shall not exceed the aggregate sum of **ONE MILLION, SIX THOUSAND, NINE HUNDRED DOLLARS (\$1,006,900)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services.
- C. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well

as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR. CITY shall retain 10% of the Not-to-Exceed Sum which shall be payable within 30 calendar days from the City Council's approval of a Notice of Completion for all Work.

SECTION 4. STANDARD OF CARE.

A. CONTRACTOR agrees as follows:

1. In the performance of all Services under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession;
2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;
3. CONTRACTOR shall perform and complete all of the Services in a manner that is reasonably satisfactory to CITY;
4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance;
6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Services in compliance with the standard of care set forth in this Section and to timely complete the Services within the time period specified within each Work Order; and
7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and

subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.

- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

SECTION 5. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, _____, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 6. CONTRACTOR'S PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel

required to perform the Services and all other related tasks contemplated under this Agreement.

- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

SECTION 7. PREVAILING WAGE AND GENERAL LABOR COMPLIANCE AND REPORTING

- A. The requirement of this Section are in addition to, and not in lieu of, those requirements set forth under Sections I.K.23.d and I.K.23e of the Baseline Requirements. Where Sections I.K.23.d and I.K.23e of the Baseline Requirements and the requirements of this Section are on conflict or are otherwise inconsistent: (i) the provisions which are more stringent or afford greater protections for CONTRACTOR' personnel shall govern and control; and (ii) the provision providing a higher hourly wage shall govern and control.
- B. CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker

is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
 - C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
 - D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
 - E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records

containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.

- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Services of this Contract. No Work Order shall be issued to CONTRACTOR, and CONTRACTOR shall not perform any Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Services under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."* Subcontractors may not perform any Services under this Agreement until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to CITY for its review and records.

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- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

SECTION 8. [RESERVED – NO TEXT]

SECTION 9. CONFLICTS OF INTEREST.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

SECTION 10. INDEPENDENT CONTRACTOR.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Services. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the Services under this Agreement. CONTRACTOR is permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 11. [RESERVED – NO TEXT].

SECTION 12. NON-DISCRIMINATION.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform any of the Services under this Agreement.

SECTION. 13. INDEMNIFICATION.

- A. CONTRACTOR's indemnification obligations as set forth under Section I.K.20 of the Baseline Requirements shall extend to CITY and CITY's officials, officers, employees and agents (collectively, the "City Indemnitees") in the same manner and to the same extent the same is extended to KPN and member agencies.
- B. In addition to, and not in lieu of, the indemnification obligations set forth under Section I.K.20 of the Baseline Requirements, CONTRACTOR shall indemnify, hold harmless and defend the CITY and CITY's officials, officers, employees and agents (hereinafter, the "CITY Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with all negligent acts, errors or omissions of CONTRACTOR or CONTRACTOR's employees, agents or subcontractors in the performance of the Services or CONTRACTOR's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers. The provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.

The duty to indemnify, defend and hold harmless as set forth in this Section is in addition to and not in lieu of any other indemnification duties set forth in the Scope of Work.

- C. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- D. CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. Any obligations of CONTRACTOR, to indemnify, defend and hold harmless the CITY Indemnitees shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- E. Any duty to indemnify, defend and hold harmless the City Indemnitees as set forth under this Agreement document or any exhibits attached to this Agreement document or any other documents incorporated by reference shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

SECTION 14. INSURANCE.

- A. Except as otherwise provided herein, CONTRACTOR shall at all times procure and maintain those policies of insurance identified under Section I.K.17 of the Baseline Requirements, subject to the same terms, conditions, restrictions and requirements set forth under the same.
- B. Paragraph A of this Section notwithstanding, CONTRACTOR shall also comply with the following additional insurance requirements:
 - 1. In addition to those policies of insurance called for under Section I.K.17 of the Baseline Requirements CONTRACTOR shall also procure and maintain the following coverages:
 - a. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 - b. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- c. Worker's Compensation insurance as required by the State of California.
2. Section I.K.17.c. of the Baseline Requirements notwithstanding, the carriers for those insurance coverages called for under paragraph A of this Section, above, and under this Section B, shall be admitted to do business the State of California.
3. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
4. Prior to performing any Services under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
5. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
6. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
7. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
8. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
9. Any deductibles or self-insured retentions must be approved by CITY. At the option

of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

10. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
11. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
12. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

SECTION 15. RECORDS AND INSPECTION. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Services and enable the CITY to evaluate the performance the Services. CITY shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 16. TERMINATION.

- A. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited

to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) any "Event of Default" within the meaning of Section I.K.18 of the Baseline Requirements; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; and (iv) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect. For purposes of this Agreement and the exhibits any references to "working day(s)" or "business day(s)" shall mean Monday through Friday during CITY's regular business hours, excluding CITY-observed holidays.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance

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- of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
 4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law, in the Baseline Requirements or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

SECTION 17. FORCE MAJEURE. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within seven(7) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 18. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
Attn: Public Works Director
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222

If to CONTRACTOR:

Precision Concrete Cutting

SECTION 19. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign

its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 21. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. This Agreement and its exhibits represent the entire agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 22. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 23. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 24. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 25. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

PRECISION CONCRETE CUTTING, INC.

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



**Invitation for Bid
KPN 202201-04 Trip Hazard Removal**

PART I: GENERAL TERMS AND CONDITIONS

On behalf of its membership in the fifty United States and the District of Columbia, the Keystone Purchasing Network (KPN) seeks a discounted source for trip hazard removal and may include installation services and associated expertise, training and other associated products and services. Member agencies are primarily school districts, charter schools, colleges and universities, local government offices and other tax-exempt nonprofit agencies. It is KPN’s intent to award one contract, but if it is in the best interest of members, it reserves the right to make multiple awards.

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ADDITIONAL DOCUMENTS TO DOWNLOAD

PART II: Bid Category Specifications

PART III: Bid Forms and Instructions

Keystone Purchasing Network

Invitation for Bid KPN 202201-04 Trip Hazard Removal

CALENDAR OF BID ACTIVITIES

Transaction	Date
Bid published on https://kpn.ionwave.net	December 13, 2021
Question/Information Period 8 a.m.–4 p.m. ET, weekdays except holidays	December 20, 2021 - January 4, 2022
Proposal Deadline	January 14, 2022, 4:00 p.m. ET
Public Bid Opening CSIU Main Office, 90 Lawton Lane, Milton, PA	January 17, 2022, 9:00 a.m. ET
CSIU Board Meeting for bid approval	February 16, 2022
Notification of awards	February 17, 2022
Term of Contract	Upon award until February 28, 2023
Contract Extensions	Possibility of up to five (5) one-year extensions

I.A. Issuer: The Keystone Purchasing Network (KPN) is a not-for-profit national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency created by the Pennsylvania Legislative Act of 1971 and a Political Subdivision of the Commonwealth of Pennsylvania. KPN serves tax-exempt nonprofit educational institutions, political subdivisions and other not-for-profit organizations across the nation that seek quality products and services for the best possible price. KPN relieves its members of the burden of conducting individual, lengthy and costly bid awards.

I.B Membership in KPN: Agencies must register online with KPN at <https://www.thekpn.org/>. Only registered KPN members are eligible for vendor discounts available under KPN contracts. KPN members are school districts, nonpublic schools, technical high schools, charter schools, colleges and universities, preschool organizations, political subdivisions and other nonprofit agencies and organizations.

I.C. Contact Information:

Keystone Purchasing Network
90 Lawton Lane
Milton, PA 17847
Mark Carollo, Associate Director
(570) 246-5936
Fax: (570) 524-5600
mcarollo@csiu.org

I.D. Time Line: See page 2 of this document.

I.E. Eligibility of Respondents: Bidders must align with the following requirements in order to be eligible in the bid competition.

- I.E.1. The bidder must file a complete bid per the instructions in this Invitation for Bid (IFB) by the stated deadline.
- I.E.2. The bidder must be a company with an office in North America and have a record of no less than five years doing business in the bid category nationally.
- I.E.3. The bidder must have a record of doing business with entities in a minimum of ten states.
- I.E.4. The bidder must be able to offer KPN members “most favored agency” prices for quality products and services.
- I.E.5. The bidder must have access to a national distribution system. Furthermore, the respondent must be able to provide products and services in this IFB to all KPN members.
- I.E.6. A bidder must provide a copy of its Certificate of Authority or licensing to do business in each of the fifty United States and the District of Columbia in response to FORM C.2 (See Part III, Bid Forms and Instructions).
- I.E.7. The bidder must be able to fulfill the reporting, invoicing, and general and specific standard terms and conditions required by KPN contract.
- I.E.8. The bidder must be able to deliver the products, services, and warranties proposed in the bid within the contractual period stipulated for the bid.

I.F. Glossary of Terms

Term	Definition
Bid	The competitive application for a contract award.
Bid Award	The competitive award of a contract to provide goods and services as per this IFB.
Bid Documents	Bid documents include the Advertisement for Bids, Instructions to Bidders, General Terms and Conditions of the Contract, Bid Specifications, Supplementary Conditions (if any), Plans (if applicable), Bid Response Form, Addenda (if any) and Letter of Award.
Bid Proposal	The document submitted by the respondent in pursuit of the bid award, on which the selection panel, among other things, will base its selection or rejection of the bid.
Bid Price	Monetary sum identified by bidder in bidder’s proposal.
Bidder	Person or entity submitting a bid, a respondent to the bid. Once a bid has been awarded, the bidder becomes a supplier, also known by “contractor,” “vendor,” “provider” and “offeror.”
Capitalized Terms	Capitalized terms used in the IFB and Contract and not otherwise defined herein are specific to and have meaning ascribed to them in documents specific to this bid.
Contract	The agreement binding the bid award and conditions flowing from it.
Contractor	(1) The successful bidder or, (2) In clauses in this IFB pertaining to construction and installation services, subsection I.K.22 et seq., “Contractor” is defined as the entity contracted by the member agency to provide such services.
Event of Default	The occurrence of a failure to meet contractual obligations set forth under general and specific terms.
KPN	Keystone Purchasing Network administered by the CSIU.
Member Agency	A school district, vocational technical school, nonpublic school, educational service agency, college or university, municipal division of local, county or state government, or other nonprofit organization registered as a KPN member and eligible for discounts that flow from KPN contracts.
Most Favored Agency Pricing	Lowest possible pricing schedule offered by supplier exclusively to KPN member agencies.
Remedies	Procedures and rights accorded the member pursuant to an event of default by contractor.
Supplier	The successful bidder becomes the supplier, a term that can be used interchangeably with vendor, provider, contractor or offeror.

I.G. Grounds for Disqualification of Bid Proposals: KPN has the authority to reject any and all bid proposals for any of the following reasons:

- I.G.1. Ineligibility of bidder (see § I.E. above).
- I.G.2. Incompleteness of bid proposal (see Part III for instructions on submitting a complete bid proposal).
- I.G.3. Lateness of bid proposal.
- I.G.4. Bid proposal not submitted online.
- I.G.5. Falsification of information in bid proposal.

I.H. Rejection of Bid Proposals: The KPN selection panel has the authority to preliminarily disqualify Bid Proposals for reasons set forth in § I.G. above, and to reject proposals on the basis of competitive selection as set forth in part I.E. above. All decisions made by the selection panel are final and appeals will not be granted.

I.H.1 Protests: Protests shall be filed with KPN, and shall be resolved, in accordance with applicable law. A protest must be in writing and must be filed with KPN. A protest of solicitation must be received at KPN before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. A protest must include: (1) the name, address and telephone number of the protester; (2) the original signature of the protester or its representative; (3) identification of the solicitation; and (4) a detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested.

I.I. Withdrawal of IFB: KPN has the authority to withdraw the IFB at any time up to the award of a contract. Furthermore, KPN has the authority to reject all bid proposals.

I.J. Bid Evaluation: KPN evaluates bid responses and makes an award based on the lowest, responsive and responsible bidder meeting the specifications which it deems in the best interest of its members.

I.J.1. Marketing Plan. Bidders are required to submit a detailed marketing plan that includes information and promotional materials that can be used to market the contract to KPN members. Additionally, bidders are surveyed about past and anticipated exhibiting activities at professional conferences, sales staff and proposed ways in which the company can participate in cooperative marketing activities with KPN. Upon award of a contract KPN staff will meet with contractor(s) staff to develop a 30-90 day national rollout of the contract to their sales staff. KPN staff will work with contractor(s) on various print, electronic and exhibit booth contract advertising.

I.J.2. Pricing.

(a) For the term of this bid and any extensions, the supplier must offer the most favored agency pricing to KPN and its members.

(b) The proposed pricing bid must include all costs for implementation of the materials and services provided in this bid.

(c) The proposed pricing must have the KPN administrative fee built into it. The fee may not be charged separately to purchasing members.

I.K. General Terms and Conditions: The following General Terms and Conditions are incorporated in all contracts awarded through Invitations For Bid (IFB) and Requests For Proposal (RFP) conducted by the Central Susquehanna Intermediate Unit (CSIU) as administrator of the Keystone Purchasing Network (KPN) on behalf of its member agencies.

I.K.1. Issuing Agency: The KPN is a program initiative of the CSIU, 90 Lawton Lane, Milton, PA 17847. KPN is a cooperative purchasing program of the CSIU operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa. CS§§1901 et. seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible member organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational

institutions, public libraries, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. The CSIU is a regional service agency by Act of the Pennsylvania Assembly of 1971 and a Political Subdivision of the Commonwealth of Pennsylvania. Membership in KPN is free for all eligible organizations.

- I.K.2 **Term of Contract and Extensions.** The term of the agreement shall commence upon award and continue until February 28, 2023 unless terminated, canceled or extended. By mutual written agreement as warranted, the term of contract may be extended for five (5) additional one-year terms.
- I.K.3 **Contractor.** The “offeror,” “supplier” or “vendor” responding to a KPN issued IFB or RFP, who is awarded a KPN contract for discounted supplies, services and/or construction through the selection process becomes the “contractor” under the terms of the contract.
- I.K.4 **Purchasing Member.** KPN has issued the IFB for a program of supplies, services and/or construction on behalf of its membership. Its individual members will be the users of the contract, hereinafter “purchasing members.”
- I.K.5 **Administrative Fee.** The contractor agrees to pay KPN a 2% administrative fee based on total volume of sales generated by KPN purchasing members, or an alternative administrative fee structure appropriate to the commodity under solicitation as set forth in the IFB.
- I.K.6 **Reporting.** The contractor will file quarterly sales reports with KPN accompanied by the abovementioned administrative fee on reported sales, or as otherwise stipulated in the IFB or otherwise agreed upon and set forth in the contract as is appropriate to the commodity solicited in the IFB.
- I.K.7 **Audits.** KPN has the right to authorize audits of all reports and purchases made under this bid.
- I.K.8 **Debt.** The contractor may not accrue debt against this contract or notice of award without the prior written consent of KPN. No subcontract shall be made with any other party for the furnishing of supplies, services and/or construction in accordance with the contract without the prior written consent of KPN.
- I.K.9 **Termination of Contract.** KPN may at any time, upon seven (7) days prior written notice, terminate the contract with just cause. In case of such termination for KPN’s convenience, the contractor is entitled to receive payment from the participating members for services performed and goods received prior to the date of termination.
- I.K.10 **Interpretation of Contract.** The contract shall be construed and interpreted, and its validity and the rights of the parties are determined in accordance with the laws of the Commonwealth of Pennsylvania, County of Northumberland, in which the CSIU is located.
- I.K.11 **Compliance with Laws.** All applicable laws are deemed to be part of the General Terms and Conditions to the contract and specifications, and the contract is read and enforced as though they were included. The contractor must comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes

and standards in a member's locale. The failure to specifically reference or include said matters in contract documents does not excuse the contractor from compliance with the same. Without limiting the foregoing, the supplier shall comply with the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, Public Law 91-596, and Part 1910, Occupational Safety and Health Standards, Chapter XIII of Title 29 Code of Federal Regulations. Section XIII contains additional compliance for construction related services, which are deemed to be part of the General Terms and Conditions to the contract and specifications by reference.

- I.K.12. **Independent Contractor.** In performing services and providing products pursuant to the contract, the contractor is acting independently and not as an agent, servant, partner nor employee of KPN or its members. The contractor has control over the services and products it delivers under the contract, and is solely responsible for its own federal, state and local income taxes, salary, social security payments and any and all other payments incurred by the contractor in the performance of the contract, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by KPN or its members to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available to the contractor and/or any of the contractor's agents, servants, employees or subcontractors. The contractor has no authority under the contract to assume or create any such obligation or responsibility, expressed or implied, on behalf or in the name of KPN or its members, or to bind KPN or its members in any way whatsoever.
- I.K.13. **Binding Contract.** The contract shall be binding and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- I.K.14. **Waivers.** The waiver by a party to the contract of any term, covenant, obligation or condition herein shall be in written notice to the vendor by KPN or its participating members. It may not be deemed to be a waiver of any subsequent breach of the same or waiver of any other term, covenant, obligation or condition of the contract.
- I.K.15. **Invalidities.** The invalidity of any words, phrases, sentences, sections or subsections contained in the contract may not affect the enforceability of the remaining portions of the contract, or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the contract will be read as if such offending provisions had not been inserted, and if such invalidity is caused by the length of any period of time set forth in any part hereof, such period of time will be considered to be reduced or increased, as necessary, to a period that would cure such invalidity.
- I.K.16. **Member-Contractor Transactions:**
- I.K.16.a. The contractor must designate by name and contact information a representative who serves as the facilitator and information resource for KPN members.
- I.K.16.b. **Use of Contract.** The contract between KPN and the Contractor establishes a discounted program of supplies, services and/or construction and access for its members. Members access the program of supplies, services and/or construction on an as need basis and are under no obligation to use such contract. Eligible purchasing members will be provided with the KPN

contract number to identify themselves as eligible for the discounts and program of supplies, services and/or construction. Contractors are provided with lists of KPN membership to confirm eligibility of users. Membership lists are only available upon the execution of a contract between KPN and the contractor.

I.K.16.c. A KPN member and the contractor may not enter into a separate, outside agreement for products and services provided through the KPN contract during the term of the contract, unless permission has been obtained from KPN in writing.

I.K.16.d. **Child Protection.** Purchasing members that are school districts, nonpublic schools, charter or public technology schools or any member providing direct pupil services or child care, reserve the right to reject any person they deem unfit to be permitted on their grounds in proximity to students. Upon written notice from the participating member or KPN, the contractor will have such persons who are performing services pursuant to the contract removed from the site immediately. The purchasing member's right to declare a person unfit is not limited to the required exclusion of such persons through the provisions of federal and state laws legislated as child protective services.

I.K.16.e. **Purchase Orders, Contracts, Invoices and Payment.** KPN purchasing members will issue purchase orders to or otherwise enter into project contracts directly with the contractor. Invoices will be sent to the business office of the purchasing members, in duplicate. Separate invoices may be rendered for separate tasks, services or deliveries and be accompanied by signed receipts. Invoicing may not commence before the shipment of products. Prepaid shipments required by reason of prior history are disallowed. Purchasing members agree to pay the contractor the amount specified on the purchase order or contract after receipt, approval and acceptance of delivered items and services. Invoices will be paid by members within thirty (30) days after receipt of the invoice.

I.K.16.f. **Delivery.** Delivery of supplies, products and services, including construction, will be made as ordered and at the destination identified by the KPN member, unless otherwise specified or agreed to by both the member and the contractor. Deliveries are to be made during the hours of 8:00 a.m. and 4:00 p.m., weekdays, inclusive, except holidays, unless otherwise specified. Contractors must notify members forty-eight (48) hours prior notice of shipment. Failure to provide notification may result in the refusal of delivery and rejection of future bid consideration. Contractors are responsible for understanding local road and facilities conditions in order to make proper deliveries. Individual packages must be clearly marked with the purchase order number. All deliveries specified as "inside and installation" require the truck driver to unload the truck and carry products inside the building and set them up for use.

I.K.17. **Insurance Requirements.**

I.K.17.a. The contractor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the contractor's employees, agents, servants or of any personnel so insurable, for claims of damages due

to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the contract or caused by negligent acts for which the supplier is legally liable. The supplier must maintain through the term of the KPN contract a minimum of \$1,000,000.00 of occurrence liability insurance (basic and umbrella coverage) covering the services contemplated by the contract.

I.K.17.b. The contractor is required to purchase and maintain until the termination of services purchases pursuant to the contract, automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.

I.K.17.c. As requested by KPN or its members, the contractor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to KPN prior to any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania, having a minimum rating of Best A.

I.K.17.d. In compliance with the Act of General Assembly, Commonwealth of Pennsylvania, the contractor further covenants and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workmen's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or will file with the participating members a certificate from the Department of Labor and Industry.

I.K.18. Event of Default.

I.K.18.a. The following constitute an "Event of Default" under the contract:

- (1) The contractor fails to furnish and deliver products or services or any part thereof, or to replace any products or services which were rejected for inappropriateness and such failure continues for a period of five (5) working days following the date of notice from KPN.
- (2) The filing of a petition by or against the contractor for an adjudication as bankrupt or insolvent, or for the contractor's reorganization, or for the appointment of a receiver or trustee of the contractor's property; an assignment by the contractor for the benefit of creditors; taking possession of the property of the contractor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the contractor; or the commencement of levy, execution or attachment proceedings against the contractor or a substantial portion of the contractor's assets.
- (3) The contractor discontinues the conduct of its business or fails to remain open and operating.
- (4) The contractor fails to perform any other covenant or condition of the contract within ten (10) working days after written notice from KPN to the contractor, unless such failure is of a nature which reasonably requires more than ten (10) working days to cure, in which event the contractor will have no more than thirty (30) working days to cure

such failure, provided the contractor acts with due diligence to commence and pursue the cure.

I.K.18.b. Notwithstanding the above, KPN is not required to comply with the notice provisions hereof, and may immediately exercise its remedies if the contractor fails within a 24-hour period after receipt of written notice from KPN to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the delivery schedule. KPN has the further right to correct such deficiencies without prior notice to the contractor in an emergency affecting safety of persons or property, and said action is necessary to prevent threatened damage, injury or loss. KPN's right in this regard does not relieve the contractor of its obligations and responsibilities under the contract documents and does not give rise to a duty on the part of KPN to exercise the right for the benefit of the contractor or any other person or entity.

I.K.19. Remedies.

I.K.19.a. In the event of default, KPN is authorized and empowered to purchase supplies and services in conformity with this contract from third party(ies), at the expense of the contractor if necessary, or to cancel the contract, reserving to itself all rights for damages which may be incurred by KPN and/or its participating members.

I.K.19.b. The contractor is responsible for any reasonable attorney's fees incurred by KPN and/or member agencies pursuant to collection of any sum due hereunder or to enforce the provisions of the contract for the contractor's failure to keep and perform any term, covenant or condition in the contract. This provision does not extend a similar right to the contractor or to any other person or entity for payment of such costs or expenses.

I.K.19.c. In the event of default, or of a threatened breach by the contractor of any of the agreements, conditions, covenants or terms hereof, KPN has the right of injunction to restrain the same, and the right to invoke any remedy by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.

I.K.19.d. The rights and remedies extended to KPN through the contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by KPN, is deemed to be the exclusion of any of the others.

I.K.20. Indemnification. In addition to the insurance requirements included as part of a contract issued by KPN, the contractor further covenants and agrees to assume all liability for, and agrees to, indemnify, defend and hold the KPN, the CSIU and member agencies, and their directors, officers, agents, workers, servants and employees harmless from and against any and all claims, demands, losses, charges, causes of action, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) whatsoever, with respect to injury or death of any person or persons (including injury to corporations, partnerships or other business entities) whatsoever, or damage to property of any kind by whosoever owned, arising out of (directly or indirectly) or caused or claimed to have been caused, in whole or in part, but the acts or omissions of the contractor, or the contractor's directors, officers, agents, workers, servants or employees, in the performance of this contract, or with respect to the non-fulfillment or non-performance of any agreement,

covenant or condition on the part of the contractor under the contract, event of default or other breach of the contract by the contractor.

I.K.21. Claims and Disputes.

I.K.21.a. Claims, disputes or other matters in question between the parties to the contract arising out of or relating to the contract or breach thereof will be exclusively litigated in the Court of Common Pleas of Northumberland County and may not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any claim, dispute or other matter, if requested by KPN or the participating member(s), the contractor will proceed diligently with the performance of the contract so as to avoid delay in the provision of specified supplies, materials and services.

I.K.21.b. The parties desire and intend that any disputes arising between them with respect to or in connection with the contract be subject to expeditious resolution in a court trial by jury. Therefore the parties each hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross compliant in any action, proceeding or other hearing brought by either party against the other on any matter whatsoever arising out of, or in any way connected with, the contract.

I.K.21.c. All parties hereto hereby submit themselves to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania, in and for the County of Northumberland, specifically waive their right to sue in any other court which might otherwise have jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.

I.K.21.d. The contractor waives claims against KPN, the CSIU and the participating members for consequential damages arising out of or relating to this contract, including, but not limited to, damages incurred by the supplier for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from this contract.

I.K.22. Construction or Related Services. The following items pertain to and only to construction, construction related services and athletic surfaces contemplated by a KPN contract. The awarded contractor agrees that in performance of the services required under a KPN contract to abide by all federal, state, local and Commonwealth of Pennsylvania Department of Education laws where this contract is utilized, and regulations that may apply to renovations under this bid, including but not limited to those listed below. It is the responsibility of the contractor to determine the applicability and requirements of any such laws and to abide by them. Additionally, the contractor has the sole responsibility for the compliance with other matters in conjunction with the services to be performed hereunder.

I.K.22.a. **Performance and Labor Material Payment Bonds.** The contractor must provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before award of the contract (Sections 756 and 757 of the Commonwealth of Pennsylvania Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.

I.K.22.b. **Discrimination Prohibited.** According to 62 PA CSA 3701, the contractor agrees that:

- (1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor will by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) No contractor or subcontractor or any person on their behalf may in any matter discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- (3) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of that portion of the contracts.

I.K.22.c. **Human Relations Act.** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (PL 744) (43 PS § 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor agrees to comply with the provisions of this Act as amended that are made part of this specification. (CF: 16 PA Code 49 §101).

I.K.22.d. **Competent Workmen Act.** Section 7-752 of the Commonwealth of Pennsylvania Public School Code of 1949 requires that when the total estimated cost of a project is \$25,000 or less, no person may be employed to do work under such a contract except competent first class workmen and mechanics. No workmen are regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who are to be paid not less than such rates of wages and for such hours of work as are established and current rates of wages paid for such hours by employers of organized labor in performance of similar work in the district where work is being done.

I.K.22.e. **Pennsylvania "Prevailing Wage" Rates.** For projects for which the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, "Prevailing Wages" must be specified. Further information on the implementation of the act, definition of maintenance work and prevailing wage rates is available from the Pennsylvania Department of Labor and Industry, (800) 932-0665 or (717) 787-4763. When applicable, the federal Davis-Bacon Wage Rates schedule for federally assisted projects applies. This regulation and the general Pennsylvania prevailing wage rates (Act 442 of 1961, PL 987, as amended) as determined by the Secretary of Labor and Industry, which must be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which the public work is performed, are made part of this specification.

- (1) The general prevailing minimum wage rates, including contributions for employee benefits, as determined by the Secretary of Labor and Industry (hereinafter "Secretary"), are to be paid to the workmen, employed in the performance of the contract.
- (2) The contractor will pay no less than the wage rates as determined by the Secretary and will comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act 442), as amended August 9, 1963 (Act 342), and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- (3) These contract provisions apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
- (4) The contractor must insert in each of the subcontracts all of the stipulations contained in these required provisions.
- (5) No workmen may be employed on the work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the regulations will be followed.
- (6) All workmen employed or working on the work are to be paid unconditionally regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this contract, the act or the regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen of the work.
- (7) The contractor and each subcontractor must post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - (a) Name of project.
 - (b) Name of public body of which it is constructed.
 - (c) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (d) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

- (e) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or the regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the project. Any workmen paid less than the rate specified in the contract have a civil right of action for the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

- (8) The contractor and all subcontractors must keep an accurate record showing the name, craft and/or classification, number of hours worked per day, the actual hourly rate of wage paid (including employee benefits) to each worker employed in connection with the work and such record must include any deductions from each worker. The record must be preserved for two (2) years from the date of payment and is open at all reasonable hours to the inspection of the owner and the Secretary or the Secretary's authorized representative.

- (9) Apprentices are limited to such numbers as in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the rules and regulations issued pursuant thereto will be employed on the work. Any workers using the tools of a craft who do not qualify as apprentices within the provisions of this submission must be paid the rate predetermined for journeymen in that particular craft and/or classification.

- (10) Wages will be paid without deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the prevailing minimum wage rate must pay the monetary equivalent thereof to the worker.

- (11) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result will be deemed a violation of the Act and the regulations, regardless of the average hourly earnings resulting there from.

- (12) Each contract and each subcontractor must file a statement each week and a final statement at the conclusion of the work on the contract with the owner, under oath, and in form satisfactory to the Secretary, prescribed by the regulations, or if any wages remain unpaid, to the amount of wages due and owing to each worker respectively.

- (13) The provision of the Act and the regulations are incorporated by reference in the contract.

I.K.22.f. **Standard of Quality.** The various materials and products identified in the specifications by name or description are stated to establish a standard of quality and of cost for bid or proposal purposes.

- (1) **Named Products:** Items identified by the manufacturer's name. The specification may also include make, model number or other designation shown or listed in the manufacturer's product literature current at the time of the bid. KPN reserves the right to require that a single manufacturer or source be provided and that no comparable products (alternates) or substitutions may be accepted.
- (2) **Comparable (Alternate) Products:** Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- (3) **Substitutions for Cause:** A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions.
- (4) **Substitutions for Convenience:** Bidders may not propose substitutions for convenience.

I.K.22.g. **Provisions for the Use of Steel and Steel Products Made in the United States.** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein will be used or supplied in the performance of the contract or any subcontracts there under in accordance with Act 161 of 1982, and cast iron projects must also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

I.K.22.h. **Prohibition on Cash Allowances.** Cash allowances are prohibited.

I.K.22.i. **Time(s) of Completion of the Project.** Completion dates for projects must be stated in terms of actual date(s) or the number of calendar working days after notice to proceed with the work not to exceed one hundred eighty (180) calendar days unless otherwise agreed upon by member.

I.K.22.j. **Owner's Compliance in Retaining Payments.** Unless a member stipulates otherwise, payment retentions and progress payments are as follows: Ten percent (10%) of all contract payments are retained by the member as insurance of proper performance of the prime contractor. The prime contractor agrees to identify the amount of the invoices sent to the member agencies, then report usage of the contract and sales volume to KPN. When fifty percent (50%) of the work is completed, as determined by the member agency, one-half (1/2) of the amount retained will be paid to the prime contractor, if the prime contractor requests payment, provided that the prime contractor is making satisfactory progress and there is no specific cause for greater withholding. After fifty percent (50%) of the work is completed, not more than five percent (5%) of the amount of any subsequent progressive payments may be retained, unless the governing board of the member agency determines that satisfactory progress is not being made, at which point ten percent (10%) retention may be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must fully comply with Pennsylvania law. If the substitute security is agreed to, the prime contractor must provide KPN and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime contractor and the authored agent of purchasing KPN member will agree in writing upon a schedule of payments based on identifiable milestones. Retention of payments must be done in accord with 62 PA CSA 3921.

A contract containing a provision for retainage as provided in 62 PA CSA 3921 must contain a provision requiring the architect, engineer or purchasing member complete the final inspection within thirty (30) days of the receipt of the request of the contractor for final inspection and application for final payment. If the work is substantially completed, the architect, engineer or purchasing member issues a certificate of completion and a final certificate for payment, and the purchasing member agency must make payment within 45 days, except as provided in §3921, less only one and one half (1½) times the amount required to complete any then-remaining uncompleted minor items, which amount must be certified by the architect, engineer or purchasing member and, upon receipt by the purchasing KPN member of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate provided by the architect, engineer or purchasing member must list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items is due upon completion of the items

as listed in the certificate issued by the architect, engineer or purchasing member.

- I.K.22.k. **Workers' Compensation Act.** The contractor accepts, insofar as the work covered in the contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements or amendments thereof, including any which may be passed in the future, and insures the contractor's full liability there under for all parts of the contract performed by the contractor or any of the contractor's partners, associates, employees or those the contractor may employ herein, or file with the purchasing KPN member a certificate of exemption from insurance issued by the Bureau of Workers' Compensation of the Department of Labor and Industry.

The contract at all times indemnifies and holds harmless the CSIU, KPN and KPN member agencies of and from all claims for Workers' Compensation which may be made by any of the employees of the contractor, and the contractor must appear for and defend the CSIU, KPN and KPN member agencies against any and all such claims. The contractor must be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

- I.K.22.l. **Background Checks.** Pursuant to Section 1-111 of the Commonwealth of Pennsylvania Public School Code and Sections 6354 – 6358 of the Public Welfare Code, known as Acts 33, 34, 114 and 151, and any such sections that will be appended to such in the future, all persons hired to work on the premises of public or private schools or agencies serving children, including independent contractors and their employees, are required to obtain background checks prior to entering the premises to perform the work. The background checks consist of the State Police Criminal History Record Information, the Pennsylvania Child Abuse History Clearance Form and the Federal Criminal History Record (FBI electronic fingerprinting). Contractors are required to perform the following measures:

- (1) Assume the costs for the background checks.
- (2) Identify all employees working on the premises of the project and present the original official documents containing background check information to the superintendent or superintendent's designee prior to the beginning of work. The school must make photocopies of the background checks, notate each with the date on which the original document was inspected and the name of the administrator who viewed the original. Such copies will be retained in the purchasing KPN school member's records, with the originals returned to the contractor.
- (3) If new employees are added to the workforce during the course of the work, the contractor must follow the same procedures set forth above, §§ (1) and (2) prior to the new employee(s) working on the premises.
- (4) The school entity must notify the contractor in writing if the decision to reject the contractor or any of the contractor's employees is based in whole or part on information revealed in the background checks.

- (5) The purchasing KPN school member must follow the regulations promulgated by the State Board of Education concerning the confidentiality of the information contained in the background checks obtained pursuant to these laws and regulations.
- (6) Upon written notice from the purchasing KPN school member, contractors must remove all persons declared unfit from the premises and project. The school district's right to declare such persons unfit is not limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.
- (7) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

Bidders are required to submit the E-Verify form along with any other state required forms to members before commencing work on any project.

I.K.22.m. **Prevention of Environmental Pollution.** Section 3301 of the Commonwealth of Pennsylvania Procurement Code (Chapter 33 enacted May 15, 1998) requires that all IFBs and RFPs for construction projects issued by any governmental agencies require adherence to all applicable provisions of federal and state statutes, rules and regulations addressing prevention of environmental pollution and preservation of public natural resources that affect the project.

I.K.23. Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”):

I.K.23.a. Contractor Violation or Breach of Contract Terms:

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 USC 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. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

I.K.23.b. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:

The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days’ advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to the termination and not otherwise returned in accordance with Contractor’s return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).

I.K.23.c. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of “federally

assisted construction contract” in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

I.K.23.d. Davis-Bacon Act:

When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov.

The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor’s acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited 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.

I.K.23.e. Contract Work Hours and Safety Standards Act:

Where applicable, for all KPN member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. 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 a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I.K.23.f. Right to Inventions Made Under a Contract or Agreement:

If the KPN member’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization

regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The Contractor agrees to comply with the above requirements when applicable.

I.K.23.g. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

I.K.23.h. Debarment and Suspension:

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 1966 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. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor 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.

I.K.23.i. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who 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 USC 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. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

I.K.23.j. Procurement of Recovered Materials:

For KPN member's purchases utilizing Federal funds, the contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I.K.23.k. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the simplified acquisition threshold currently set at \$250,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

I.K.23.l. Bonding Requirements:

Pursuant to 2 C.F.R. § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$250,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (1) A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one

executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- (3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

I.K.23.m. Not-To-Exceed Price:

If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

I.K.23.n Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

Contractor 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:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) 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
- (6) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I.K.23.o Equivalent Products:

- (1) **Comparable (Alternate) Products:** Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to

include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

- (2) **Substitutions for Cause:** A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- (3) **Substitutions for Convenience:** Bidders may not propose substitutions for convenience.

I.K.23.p. Preference for American Made Materials:

Contractor 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 Eligible Entity.

I.K.23.q. General Compliance and Cooperation with KPN member:

In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

- I.L. Exceptions.** Bidders may propose exceptions to the KPN General Terms and Conditions set forth in this document using FORM E included in Part III of the bid documents. The following Terms and Conditions are required and exceptions or alternatives to them will be rejected: all local, state and federal laws cited or referenced in this IFB; all local, state and federal laws which in the future may apply to procurement practices and construction; the schedule of bid activities; and the procedures and rights reserved by KPN in the selection and awarding processes associated with the bid. The proposal of exceptions does not ensure their adoption in the selection and contracting processes. KPN reserves the right to reject exceptions raised by the bidder.

I.M Use of Contract. The following states are eligible for piggyback purchasing off of a contract awarded in another state:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

END OF PART I

**Invitation For Bid
KPN 202201-04 Trip Hazard Removal**

PART II: BID CATEGORY SPECIFICATIONS

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- II.A. **Bid Goal and Intent:** On behalf of its membership in the fifty United States and the District of Columbia, KPN seeks a contract source of trip hazard removal and may include installation services and associated expertise, training and other associated products and services. Member agencies are primarily school districts, charter schools, colleges and universities, local government offices and other tax-exempt nonprofit agencies.
- II.B. **Type of Bid:** This is an indefinite quantity catalog bid. KPN seeks to establish a discount contract that can be availed by its membership on an as need basis. Inasmuch as this bid contemplates loose products as well as those that may require installation services to be provided by the bidder, the bidder is instructed to use a combined pricing methodology (See Part II, II.F., Pricing Guidelines and Part III, FORM G.1 Pricing). KPN does not guarantee sales which depend on our member’s needs and your sales force promoting the resulting contract.

YES	NO	TYPE OF BID
	√	CATALOG: A catalog bid shall have established percentage discounts from catalog list or published prices or price list. The discounts may be the same for the entire catalog or for specific product or manufacturer categories. Prices may change based on manufacturer’s price changes and new products may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. KPN should be aware of any changes as they are made. Substantial changes to the catalog that reduce the supplier’s ability to perform as bid can result in revocation of the contract. Vendor may add associated products or other technology to complement the products in this IFB at any time upon written request to KPN.
√		LINE ITEM: A line item bid shall be identified as specific line items that prices are requested for in the bid documents. The supplier may only request adjustments to the prices once a year at the time of renewal and must submit a

		written request to KPN for any changes in pricing. The request must document why the prices changes are warranted, such as changes in raw material costs, etc. Vendor may add associated products or new technology to compliment the products in this IFB at any time upon written request, review and approval of KPN.
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II.C. **Glossary of Terms Specific to Bid:** The terms identified in Part I of this IFB pertain to the bidding and contracting processes. The terms identified below are associated with the specifications established for this commodity. The failure to list specific laws, codes, guidelines or authorized standards and institutions or organizations does not constitute a waiver of their requirements under this IFB or the contract awarded through it.

Term	Definition
ADA	Americans with Disabilities Act, which has set guidelines and regulations for building accommodations, including shower and toilet facilities.
ANSI	American National Standards Institute, an organization responsible for standards, regulations, testing, procedures and/or guidelines pertinent to the work of this IFB.
ASTM and ASTM I	American Society for Testing Materials International, an organization that sets standards for manufacturing industries.
NFPA	National Fire Protection Association, an organization that sets codes and standards for the minimization of fire risk.
ICC	International Code Council, an organization that sets codes and standards for safe building materials and practices.

II.D. **Special Terms and Conditions:**

- II.D.1. This is a bid for trip hazard removal, installation, training and other services as related to this IFB.
- II.D.2. This bid requires that bidders demonstrate a minimum of 5 years in providing the requested services, products and materials to schools, colleges and universities and public agencies.
- II.D.3. This bid requires that bidders must be able to demonstrate the completion of a minimum of 100 installations of equipment, training and other services as related to this IFB. in the last 5 years.
- II.D.4. KPN membership is open to school districts, colleges and universities, local and regional government and other tax-exempt nonprofit agencies in the fifty United States and the District of Columbia. KPN requires certification to do the work of this bid in each state. A bidder is required to include evidence of certification in response to FORM C.1. (Certification of Ability to Serve Members) included in Part III.
- II.D.5. The use of brand or proprietary names of systems and products specified in this bid is to establish minimum standards, or where indicated, required or accepted manufacturers.

II.E. **Bid Specifications:** The bidder is required to indicate its ability to comply or deviate from the specifications identified below through FORM F.1 (Compliance) included in Part III (Bid Forms and Instructions) of this IFB.

II.E.1 Deviations, Exceptions and Alternates to Specifications: The issuing agency may specify desired products under this bid by named manufacturer, model number or other designation. Bidders must use FORM F.2 (see Part III, Bid Forms and Instructions) to propose alternatives or substitutions. Comparable products or substitutions must, without exception, meet or exceed all specification requirements, in keeping with the standards of quality established by named manufacturers or models. No substitutions may be made for convenience. Demonstration of how an alternate or substitution product meets or exceeds the standard of quality specified should be provided in the response to FORM F.2. KPN reserves the right to reject any and all proposed alternative products and substitutions.

	Requirement	Specification
E.1	National Service	Supplier is able to serve KPN members in the fifty United States and District of Columbia. Complete FORM C.2 even if you answer “comply.”
E.2	Website	Supplier agrees to create a special KPN landing page website for KPN members with product information and if applicable a custom ordering website showing KPN contract pricing.
E.3	Marketing Plan	Supplier can implement a marketing plan to KPN members in all states indicated above and will meet with KPN staff to develop and implement a comprehensive marketing plan within 30 days after contract award.
E.4	Shipping Time	Supplier can guarantee a shipping time after receipt of order 90% of the time. If the product cannot be shipped within the stipulated time period, the KPN member has the opportunity to secure the product elsewhere.
E.5	Discount Pricing	Pricing must be a percentage discount from the manufacturers’ suggested list price or percentage up from cost, whichever provides the lowest pricing for the agency.
E.6	Pricing and Discount Status	“Most Favored Agency” pricing based on a national contract.
E.7	Discount Structure and Price Changes	The awarded discount structure must remain firm. Price changes, if required, will be allowed only if the public verified price schedule is superseded, revised or changed after the contract award. The supplier may pass on the applicable price increase or decrease to KPN members provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to KPN for review and written approval prior to the implementation of the price changes.
E.8	Shipping Charges	Shipping charges are clearly identified in the pricing schedule.
E.9	Pricing Errors	If the supplier makes an error in pricing (typographical or photographic error, for example), KPN members reserve the right to return or refuse a product. The supplier agrees to pay for the cost of a returned product due to a pricing error.
E.10	New Products	All products sold under the KPN contract must be new unless members specifically request used, refurbished or retrofitted items.
E.11	Return of Defective Products	The supplier agrees that full refund, credit or exchange will be granted to any defective-on-arrival (DOA) merchandise if reported within thirty (30) days of receipt of the order. If orders are received by school district members when school is not in session, the thirty (30) days will be extended for a mutually agreed reasonable period of time.
E.12	Customer Liaison	The supplier will appoint a single contact for problem solving under the KPN contract. This will be a dedicated senior-level contract manager authorized to make decisions on the member account.
E.13	Compliance	The bidder has included the 2% KPN Administration fee in their discounts and agrees to track and pay KPN on a quarterly basis submit a detailed sales report.
E.14	Trip Hazard Removal	The Contractor must repair all sidewalk trip hazards from ¼” and up to 2” in designated work areas.
E.15	Trip Hazard Removal	The Contractor must be able to initiate work within ten (10) days of contract award from customer, and must provide data from current and previous

		projects (as well as customer contact information for those projects) to demonstrate the Contractor's ability and experience with this type of work.
E.16	Trip Hazard Removal	The Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.
E.17	Trip Hazard Removal	The Contractor may not use any type of "fill" material that deteriorates or breaks apart over time.
E.18	Trip Hazard Removal	The Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the contractor must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3 to 4 foot wide sidewalk panel.
E.19	Trip Hazard Removal	The Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.
E.20	Trip Hazard Removal	The Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.
E.21	Trip Hazard Removal	The Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
E.22	Trip Hazard Removal	The Contractor is not allowed to cut the concrete deeper than the opposing slab. If any cutting goes deeper than the opposing slab, they are required to remove and replace the entire concrete panel.
E.23	Trip Hazard Removal	No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. The Contractor must use a dust abatement system, which limits the dust emitted from the equipment.
E.24	Trip Hazard Removal	The Contractor must submit an itemized summary of all repaired hazards which includes: <ul style="list-style-type: none"> • The specific hazard height – both high side and low side measurement – in 8ths of an inch • The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an "inch-foot" total • The total width of actual repair to the nearest ½ foot • The physical location (address) of each repair
E.25	Trip Hazard Removal	The Contractor shall submit monthly a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations
E.26	Trip Hazard Removal	Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. <ul style="list-style-type: none"> • <i>Example:</i> If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4- foot width sidewalk, it shall be calculated as follows: <ul style="list-style-type: none"> ○ $(1" + 0") / 2 \times 4' = 2$ inch-feet ○ $2 \times \text{price per inch foot} = \\$ \text{total cost of trip hazard}$
E.27	Trip Hazard Removal	All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.
E.28	Trip Hazard Removal	The Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.
E.29	Trip Hazard Removal	The Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6.

E.30	Trip Hazard Removal	The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
E.31	Trip Hazard Removal	Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent draining of rain water or irrigation.
E.32	Trip Hazard Removal	The Contractor must use a data collection device that records the details of the work and transmit the data electronically. The recording device must be able to record sizes of hazards, longitude and latitude coordinates, hazard locations plotted to a map, address, photographs of the original hazards and also provide this data electronically in order to integrate into a GIS system.
E.33	Trip Hazard Removal	The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.
E.34	Trip Hazard Removal	The Contractor must be able to respond to any emergency work within 24 hours of notification.
E.35	Trip Hazard Removal	Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.
E.36	Trip Hazard Removal	If the Contractor is approached by a pedestrian with questions about the project, the Contractor shall address their concerns in a professional and polite manner.
E.37	Delivery	All delivery is considered "inside" unless the purchasing member agency specifies "tailgate."
E.38	Customer Service	The supplier agrees to work, as necessary, with local dealers, distributors and contractors who normally provide and/or install the offered products.
E.39	Customer Service	The supplier has sales staff and customer service representatives available to purchasing member agencies in all states.
E.40	Customer Service	The supplier has toll-free service numbers staffed during regular business hours.

II.F. Bid Proposal Pricing Guidelines:

- II.F.1. The bidder's response to this IFB must present pricing using FORM G.1 (see Part III, Bid Forms and Instructions) and by using Price FORM G.2. A bid lacking the Excel pricing schedule with the bidder's entries will be rejected as nonresponsive. Bidders may also offer other products that are in addition to or compliment the products that are included in the specifications.
- II.F.2. Pricing does not include taxes.
- II.F.3. Bidders are reminded to incorporate the 2% KPN administrative fee into the pricing structure. The administrative fee cannot be assessed directly or separately to the purchasing member.
- II.F.4. Bidders are instructed to include warranty information and incidental charges and fees on additional sheets in the Excel pricing document.
- II.F.5. Bidders are instructed to include PDF documents of the most recent catalogs or price lists of products and services offered under the bid. Submission of outdated catalogs or pricelists may result in the rejection of the bid.
- II.F.6. As stated in the General Terms and Conditions (see Part I of this IFB), adjustments or revisions to price lists may be submitted to KPN on an annual basis and are subject to KPN approval. Noncompetitive price changes that are not in the best interest of KPN members may be grounds for termination of the contract.

II.G. Bid Preparation: All instructions and required forms for preparing a competitive bid response are included in Part III of this IFB.

END PART II



KPN BID FORM A: BID AFFIDAVIT
KPN 202201-04 Trip Hazard Removal

NAME OF BIDDER Precision Concrete Cutting

Instructions: This form must be signed by the Bidder's Authorized Representative and notarized below. Label the scanned PDF version of the signed document with *Your Company Name – Bid Form A - Affidavit* and upload to the KPN bidding website labeling the file *KPN Bid Form A – Company Name – Bid Form A - Affidavit*.

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of KPN, or any employee thereof, or any person, firm or corporation under contract with KPN whereby the bidder, in order to induce the acceptance of the foregoing bid by KPN, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, not to the best of my knowledge, information and believe, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the Commonwealth of Pennsylvania, or any subdivision of the Commonwealth has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to Members and Affiliate Members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E and F of these bid forms and the pricing schedule.

Matthew Haney
Printed name of Authorized Representative


3191 N Canyon Rd
Mailing Address

President

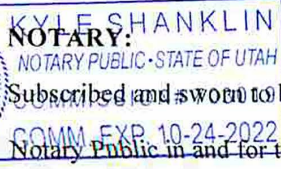
Provo, UT 84604

Title (Printed)

City, State, Zip


Signature of Authorized Representative

1/12/2022 801-373-6060 801-373-6088
Date Phone Fax



Subscribed and sworn to before me this 12th day of January, 2022
Notary Public in and for the County of Utah, State of Utah

My commission expires 10/24/2022

Signed 



KPN BID FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD

KPN 202201-04 Trip Hazard Removal

Precision Concrete Cutting

NAME OF BIDDER _____

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Bid Issuer, KPN, only upon the occasion of the bid award. Label the scanned PDF version of the signed document with *Your Company Name - ACCEPTANCE* and upload to the KPN bidding website labeling the file **KPN Bid Form B – Company Name – Acceptance of Bid Contract Award**.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to KPN as stated in the evaluation section, will be a consideration in making the award.

Company Name Precision Concrete Cutting Date 1/12/2022
Company Address 3191 N Canyon Rd City Provo State UT Zip 84604
Contact Person Matthew Haney Title President
Authorized Signature (ink only) Title President

PART II: AWARDING AGENCY

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the contract shall commence upon award and continue until February 28, 2023 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for five (5) additional one-year terms; 2024, 2025, 2026, 2027 and 2028.

Awarding Agency Central Susquehanna Intermediate Unit d/b/a The Keystone Purchasing Network

Agency Executive _____

Awarded this _____ day of _____ Contract Number 202201-04



KPN BID FORM C.1: SERVICE QUESTIONNAIRE

KPN 202201-04 Trip Hazard Removal

Name of Bidder _____

INSTRUCTIONS: FORM C.1 is two (2) pages long and Form C.2 is one (1) page. Both must be signed. Click on the boxes provided for Yes/No questions, and type text responses in spaces provided. If you require more space for responses, say “see attached” and create an attachment in Microsoft Word. Sign below, scan this form, attachments AND FORM C.2 into a single PDF document, title it ***Your Company Name Service Questionnaire C.1 & C.2***, and upload to the KPN bidding website labeling the file **KPN Bid Form C.1 & C.2 – Company Name – Service Questionnaire**.

1. **Range of Service:** Indicate the regions and states to which this company is capable of delivering full service sales representatives, customer support, site analysis, engineering services, earthworks, products, installation and related services such as training and set-up, on FORM C.2. Incorporate PDFs of applicable, current licenses and certifications as required to do business in each state.

If you checked “no service” for any state(s) on FORM C.2., does your company have a plan for extending representation and services to this territory in the future?

Yes No

If “yes,” what is the timeline and extent of expansion planned?

3. **Customer Service:**

Does this company have online customer support? Yes No

Does this company have a toll-free customer support line? Yes No

During what hours is live support available?

In what time zones? Please check all that apply: Eastern Central Mountain Pacific

4. **Pricing:** Is the bid pricing guaranteed for the term of the contract? Yes No

Is shipping and handling or freight included in the products on the pricelist?

Yes No

If no, provide a detailed explanation on how S/H or freight is calculated and applied:

5. **Discounts offered under this bid: A bid will be determined "nonresponsive" and can be disqualified if this question is not answered. Check one:**

- | | % Discount |
|--|------------|
| A. The same offered on all single school or nonprofit agency bids. | 0 |
| B. The same offered to cooperatives and state purchasing offices. | 0 |
| C. Better than we offer to cooperatives or state purchasing offices. | 10% |

If "B" is checked above, indicate the percentage lower (on single items) than the best price offered to single school districts. If "C" is checked above, indicate the percentage lower than the best price offered educational institutions, cooperatives or state purchasing programs:

- Two percent (2%)
 Three percent (3%)
 Four percent (4%)
 Five percent (5%)
 Six percent (6%)

Other (specify): _____

Do you offer a **Quick Pay Discount**?

- Yes
 No

If yes, what are the terms? (% Discount/number of days) _____

Are additional quantity or volume discounts identified on the pricing Form G?

- Yes
 No

6. **Ordering and Payment:**

Are there minimum order requirements?

- Yes
 No

If yes, describe: \$2,500

List payment options and exclusions for school districts and other nonprofit KPN members:

7. **Cooperatives**

List any other cooperatives or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount offered	Expires	Annual Sales Volume(2021)
Purchasing Cooperative of America (PCA)	0%	5/4/25	\$5,000
The Local Government Purchasing Cooperative (BuyBoard)	0%	11/30/24	\$140,000
The Interlocal Purchasing System (TIPS)	0%	8/31/23	\$85,000
Keyston Purchasing Network (KPN)	0%	2/28/22	\$140,000

Signature and date _____

[Handwritten Signature]

01/12/22

Must be the same signature that appears on the Bid Affidavit (Form A) and Bid Acceptance of Award (Form B)

KPN BID FORM C.2: CERTIFICATION OF ABILITY TO SERVE KPN MEMBERS

KPN 202201-04 Trip Hazard Removal

Precision Concrete Cutting

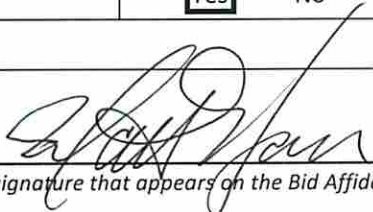
Name of Bidder _____

Instructions: Complete this form, sign at the bottom and scan with FORM C.1 into a single PDF document. See instructions at the top of FORM C.1 (page 5). Incorporate scanned copies of state licenses and certifications as attachments to this form.

Yes No This company is authorized to sell products and provide other services in all fifty states and the District of Columbia.

If you answered no, please print off this form and indicate below in which states the company is authorized to sell and provide other services:

State	Ability to Serve		State	Ability to Serve	
Alabama	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Montana	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alaska	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Nebraska	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Arizona	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Nevada	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Arkansas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	New Hampshire	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
California	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	New Jersey	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Colorado	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	New Mexico	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Connecticut	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	New York	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Delaware	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	North Carolina	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Florida	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	North Dakota	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Georgia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Ohio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hawaii	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Oklahoma	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Idaho	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Oregon	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Illinois	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Pennsylvania	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Indiana	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Rhode Island	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Iowa	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	South Carolina	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kansas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	South Dakota	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kentucky	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Tennessee	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Louisiana	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Texas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Maine	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Utah	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Maryland	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Vermont	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Massachusetts	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Virginia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Michigan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Washington State	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Minnesota	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	West Virginia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Mississippi	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Wisconsin	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Missouri	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Wyoming	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			District of Columbia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Signature  _____
 Must be the same signature that appears on the Bid Affidavit (Form A) and Bid Acceptance of Award (Form B)

KPN BID FORM D: COMPANY INFORMATION

KPN 202201-04 Trip Hazard Removal

Name of Bidder _____

Instructions:

1. This form is two (2) pages long.
2. The responses to the questions below must be presented in a Microsoft Word document. Responses to more than one question can be included on the same page. Title the individual responses with the corresponding question number and theme (i.e., D.1.f. Location). The bidder’s company name must appear on all attachment pages.
3. Sign this form at the end and scan it AND its attachments into a single PDF document titled **Your Company Name- Company Information** and upload to the KPN bidding website and label it **Company Name- Company Information**.

D.1. COMPANY INCORPORATION AND HISTORY

*Note: Generally, KPN does not accept offers from businesses that are less than five (5) years old or those that fail to demonstrate a proven record of business in the commodity category. If the bidder has recently purchased an established business or can show prior success in this type of business or closely related type of business, please provide, in **an attachment**, written documentation and verification in response to the questions below. KPN reserves the right to accept or reject newly formed companies based on information provided in this response and through its own investigation of the company.*

D.1.a. Check one: This business is a Public Company Privately Owned Company.

D.1.b. Check one: This business is a Corporation Partnership Individually Owned
Other _____

D.1.c. Date and state of incorporation: _____

D.1.d. Name(s) of President or Principal Partners: _____

D.1.e. Names and positions of other principal officers.

D.1.f. Location(s): ATTACHMENT REQUIRED. Provide the address, city, state and zip code of the business headquarters and how long the headquarters have been located at this address. Provide the same information for branch offices.

D.2. PRIOR EXPERIENCE AND REFERENCES: ATTACHMENTS REQUIRED. In a concise narrative, describe the offeror’s experience in providing the above listed equipment/commodity or service to public school districts, college and universities and other public entities. For each, identify the customer, the authorizing official of the customer who can serve as a reference and that person’s contact information. Describe the products or services provided. Please provide both K-12, college and municipal customers.

D.3. WORKFORCE:

- D.3.a. Key Contacts: ATTACHMENTS REQUIRED.** Attach a list of the individuals, titles, qualifications and contact information for the individuals who will provide the following services on a national basis: **D.3.a.(1)**, Consulting, **D.3.a.(2)**, Estimating, **D.3.a.(3)** Coordinating, **D.3.a.(4)** Supervising and managing before/during/after sales services, **D.3.a.(5)** Warranty, **D.3.a.(6)** Maintenance, and **D.3.a.(7)** Other Support Services.
- D.3.b. In-House Resources: ATTACHMENT REQUIRED.** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

D.4. MARKETING:

- D.4.a. Key Marketing Contacts: ATTACHMENT REQUIRED.** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s).
- D.4.b. Marketing Activities: ATTACHMENT REQUIRED.** Describe how this business marketed its products and services to schools and other tax-exempt nonprofits in the past year. List all conventions, conferences and other events at which the business exhibited.
- D.4.c. Cooperative Marketing: ATTACHMENT REQUIRED.** Describe ways in which this business can collaborate with KPN in marketing the bid.
- D.4.d. Environmental Initiatives: ATTACHMENT REQUIRED.** Describe the business's alignment with "green" objectives, standards and statutes, if applicable.

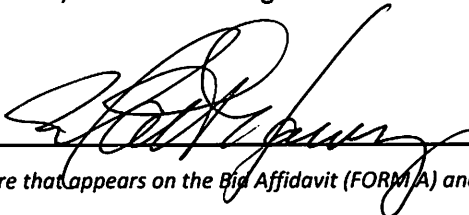
D.5. INDEPENDENT MANUFACTURERS, SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

- D.5.a. Manufacturers: ATTACHMENT(S) REQUIRED. D.5.a.(1)** Create a list of the names and locations of Manufacturers who provide the products used by this business, organized by the regions described in FORM C.2. State the products each provides. **D.5.b.(2)** Scan and attach applicable Authorizing Letters from manufacturers stating the business's authorization to represent the manufacturer nationally or in the region described above. The letters must be dated within the current fiscal year.
- D.5.b. Subcontractors, Distributors, Installers, etc.: ATTACHMENTS REQUIRED. D.5.b.(1)** Describe and explain the Selection Process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services. **D.5.b.(2)** List current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid. Include, if applicable, contractor license information and the state(s) where in they are eligible to provide services on behalf of this business.

D.6. DISCLOSURES

- D.6.a. Letter of Credit: ATTACHMENT REQUIRED.** Scan and attach a letter from the business's chief financial institution indicating the current level of credit available to it and evidence of financial stability for the past three (3) years.
- D.6.b. Actions Against Business.** Does this business currently have actions filed against it?
 No Yes If the answer is "yes": **ATTACHMENT REQUIRED.** List and explain current actions such as Federal Debarment or other appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

Signature and date _____

 01/12/22

Must be the same signature that appears on the Bid Affidavit (FORM A) and Bid Acceptance of Award (FORM B)



D.1.f. Locations

Location	Name	Address	City	State	Zip Code	Phone
Headquarters	Matt Haney	3191 N Canvon Rd	Provo	UT	84604	(801) 373-6060
Alabama	Joseph Norris	10519 Vaughn	Pike Road	AL	36064	(334) 391-0901
Arizona	Jared Taylor	1110 S Home Unit 113	Mesa	AZ	85204	(480) 588-5351
Arkansas	Austin Hom	1200 Andrews Drive	Conway	AR	72032	(844) 450-5005
California: Long Beach	Ron Durna	13089 #C235 Peyton Dr.	Chino Hills	CA	91709	(909) 539-7740
California: Los Angeles/Riverside	Gary Beneduci	7514 Girard Ave.	La Jolla	CA	92037	(858) 699-1089
California: San Diego	Kevin Yocum	32428 Campo Drive	Temecula	CA	92592	(619) 206-1870
California: San Francisco/Silicon Valley/Sacramento	Marc Cussenot	335 Beach Rd	Burlingame	CA	94010	(415) 638-7006
Colorado	Mike Lamb	745 Vallejo St	Denver	CO	80204	(720) 508-3963
Connecticut	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
Delaware	Gary & Tanya Tucker	213 Maryland Ave	Newport	DE	19804	(302) 543-5833
Florida: North, Central	Wendy & Alan Macmurray	970 SW 104 th Street Road	Ocala	FL	34476	(352) 857-9587
Florida: South	Dina And Steve Sdankus	925 SW 42 Terrace	Plantation	FL	33317	(954) 792-0708
Georgia	Todd Fulk	PO BOX 14685	Bradenton	FL	34280	(941) 773-4902
Idaho	Jared Taylor	488 North 1200 West	Lindon	UT	84042	(801) 224-0025
Illinois: Central, Southern	Mark Bonkowski	1896 Goldeneve Drive	Holland	MI	49424	(616) 403-1140
Illinois: North	Chris Ott	N1641 Waterlefe Drive	Greenville	WI	54942	(920) 202-0954
Indiana	Mark Bonkowski	1896 Goldeneve Drive	Holland	MI	49424	(616) 403-1140
Iowa	Mark Quale	936 South Andrew Drive NE	New London	MN	56273	(320) 354-2100
Kansas	Tom Pitney	11922 Stearns	Overland Park	KS	66213	(913) 851-2004
Kentucky	Shayne Lingg	804 Yorkbar Court	Clarksville	TN	37043	(270) 881-2434
Louisiana	Cathy and Ron LeBoeuf	PO Box 1916	Houma	LA	70361	(225) 505-9585
Maine	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
Maryland	Gary & Tanya Tucker	213 Maryland Ave	Newport	DE	19804	(302) 543-5833
Massachusetts	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
Michigan	Mark Bonkowski	1896 Goldeneve Drive	Holland	MI	49424	(616) 403-1140
Minnesota	Mark Quale	936 South Andrew Drive NE	New London	MN	56273	(320) 354-2100
Minnesota: Twin Cities	Chris Ott	N1641 Waterlefe Drive	Greenville	WI	54942	(920) 202-0954
Mississippi	Cathy and Ron LeBoeuf	PO Box 1916	Houma	LA	70361	(225) 505-9585
Missouri	Tom Pitney	11922 Stearns	Overland Park	KS	66213	(913) 851-2004
Missouri: St. Louis	Mark Bonkowski	1896 Goldeneve Drive	Holland	MI	49424	(616) 403-1140
Montana	Drew Mulvey	488 North 1200 West	Lindon	UT	84042	(801) 224-0025
Nebraska	Mark Quale	936 South Andrew Drive NE	New London	MN	56273	(320) 354-2100
Nevada	Drew Mulvey	4852 Cecile Ave	Las Vegas	NV	89115	(702) 685-4445
New Hampshire	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
New Jersey	Tom Sweitzer	459 Lancaster Ave.	Devon	PA	19333	(267) 228-3421
New Mexico	Mike Lamb	745 Vallejo St	Denver	CO	80204	(720) 508-3963
New York	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
North Carolina	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
North Dakota	Mark Quale	936 South Andrew Drive NE	New London	MN	56273	(320) 354-2100
Ohio	Kevin Fuller/Al Schwewe	11952 North Harvest Moon Lane	Highland	UT	84003	(513) 900-7364
Oklahoma	Larry Dumas	PO Box 3047	Edmond	OK	73083	(214) 945-8769
Oregon	Bryan Dickson	PO BOX 22174	Milwaukie,	OR	97269	(503) 206-2947
Pennsylvania: Central, Eastern	Tom Sweitzer	459 Lancaster Ave.	Devon	PA	19333	(267) 228-3421
Pennsylvania: Western	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
Rhode Island	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
South Carolina	Wendy & Alan Macmurray	970 SW 104 th Street Road	Ocala	FL	34476	(352) 857-9587
South Dakota	Mark Quale	936 South Andrew Drive NE	New London	MN	56273	(320) 354-2100
Tennessee	Joseph Norris	10519 Vaughn	Pike Road	AL	36064	(334) 391-0901
Texas: Austin/Houston	Dave Lardner	1036 Liberty Park Drive 13B	Austin	TX	78746	(512) 369-2558
Texas: North	Larry Dumas	PO Box 3047	Edmond	OK	73083	(214) 945-8769
Utah	Jared Taylor/Drew Mulvey	488 North 1200 West	Lindon	UT	84042	(801) 224-0025
Vermont	Sal Ceneri	80 Platt Lane	Medford	CT	6461	(203) 410-3086
Virginia	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
Washington	Mike Lamb	5624 128th Street East	Puyallup	WA	98373	(253) 848-1685
Washington D.C.	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
West Virginia	Blue Zone Partners	3806 Courtenay Drive SW	Supply	NC	28462	(800) 734-8891
Wisconsin	Chris Ott	N1641 Waterlefe Drive	Greenville	WI	54942	(920) 202-0954
Wyoming	Mike Lamb	745 Vallejo St	Denver	CO	80204	(720) 508-3963

D.2 Prior Experience and References

Precision Concrete Cutting has significant experience doing work for Public School Districts, Colleges and Universities, as well as other public entities. The service provided was sidewalk trip hazard removal.

Here are some references:

- Jordan School District
 - Jeff Beesley
 - jeffrey.beesley@jordandistrict.org
 - 801-567-8876
- University of Utah
 - Tim Clark
 - tim.clark@fm.utah.edu
 - 801-581-8275



- BYU
 - Brandon Bitter
 - brandon.bitter@byu.edu
 - 801-422-5552

- Clark County School District
 - Sean Walsh
 - walshs1@nv.ccsd.net
 - 702-541-2103

- Mohave Community College (Kingman, AZ)
 - Don Montgomery
 - DMontgomery@mohave.edu
 - 928-757-0821

- City of Boulder City
 - Tim Lynch
 - tlynch@bcnv.org
 - 702-293-9212

- City of North Las Vegas
 - Eric Nieves
 - nievese@cityofnorthlasvegas.com
 - 702-633-1328

- City of Henderson Parks
 - Jon Marzolf
 - jon.marzolf@cityofhenderson.com
 - 702-303-3612

- Colorado Springs
 - Cole Platt
 - (719) 385-6822
 - Cole.platt@coloradosprings.gov

- City of Greeley
 - Paige Millen
 - (970) 373-8210
 - paige.millen@greeleygov.com

- City of Thornton
 - Richard Nickson
 - (720) 977-6274
 - Richard.nickson@cityofthornton.net

- UC Anschutz
 - Aaron Boothe
 - (303) 994-9273
 - Aaron.boothe@cuanschutz.edu

- Adams 12 School District
 - Glen Deiker
 - (720) 972-4298
 - glenn.g.deiker@adams12.org

- Colorado University Boulder
 - Kristen Bostelman
 - (303) 735- 1205
 - Kristin.Bostelman@Colorado.edu



- Seattle Department of Transportation
 - Stuart Vitagliano
 - (206) 684-5319
 - Stuart.vitagliano@seattle.gov

- City of Edmonds
 - Chuck Hiatt
 - (425) 771-0235
 - chuck.hiatt@edmondswa.gov

- City of Vancouver
 - Connie Lawson
 - (360) 696- 8199
 - connie.lawson@cityofvancouver.us

- Washington State
 - Eric Slocum
 - (509) 335-9018
 - slocume@wsu.edu

- Edmonds Community College
 - Ethan Huffaker
 - (425) 640-1520
 - ethan.huffaker@edmonds.edu

- Town of Gilbert
 - Arturo Lopez
 - Arturo.lopez@gilbertaz.gov
 - 480-848-8928

- City of Glendale
 - Julian Reyes
 - jreyes@glendaleaz.com
 - 623-930-2674

- Maricopa Unified School District
 - Chad Whittle
 - cwhittle@musd20.org
 - 520-568-5100 ext. 1185

- Bountiful City
 - Lloyd Cheney
 - lcheney@bountifulutah.gov
 - 801-298-6125

- Cedar City
 - Jeff Hunter
 - hjeff@cedarcity.org
 - 435-586-2912

- South Salt Lake
 - Dave Alexander
 - dalexander@southsaltlakecity.com
 - 801-412-3238

D.3.a Key Contacts

- Matt Haney – President
 - matt@safesidewalks.com



- 801-373-6060
- Overseen Co-Op logistics since 2016 including but not limited to:
 - Consulting, Estimating, Coordinating, Supervising and Managing before/during/after sales services, warranty, maintenance, and other support services
- Kyle Shanklin – CFO
 - kyles@safesidewalks.com
 - 801-373-6060
 - Assisted with Co-Op logistics since 2016 including but not limited to:
 - Consulting, Estimating, Coordinating, Supervising and Managing before/during/after sales services, warranty, maintenance, and other support services

D.3.b In-House Resources

Each office has an in-house workforce of technicians & surveyors trained in surveying and removing trip hazards on sidewalks using our uniquely patented process. All offices have trucks and trailers which are fully stocked with the equipment needed in order to perform this service.

D.4.a Key Marketing Contacts

- Marc Cussenot - Marketing Committee Member, West Coast Offices
 - 650-867-8657 / mcussenot@pccnorcal.com
- Sal Ceneri - Marketing Committee Member, North East Offices
 - 978-225-9020 / sal@safesidewalksne.com
- Joseph Norris - Marketing Committee Member, South East Offices
 - 334-391-0901 / joseph@safesidewalks.com
- Kevin Fuller - Marketing Committee Member, Central Offices
 - 513-900-7364 / ohio@safesidewalks.com
- Matthew Haney - Marketing Committee Member, Headquarters
 - 801-830-4060 / matt@safesidewalks.com

D.4.b Marketing Activities

The company markets itself direct to customers via trade shows. We have approximately 10-15 national or large trade shows each year, and multiple regional and state-wide trade shows that we attend. This has been our best means of direct sales due to the relationship and complex sales process for our service. We have no website sales. These trade shows are directed to municipalities, schools, universities, etc. via their representative associations / organizations. The major trade shows and their associations that service schools and other tax-exempt nonprofits are listed below:

- **National Facilities Management and Technology (NFMT) Trade Show**
 - Takes place two times per year in MD and NV or FL, focuses on Schools and Campuses
- **American Public Works Association (APWA) Snow Conference**
 - Takes place in March / April each year and focuses on Municipal Entities
- **American Public Works Association (APWA) Summer Conference**
 - Takes place in August / September each year and focuses on Municipal Entities
- **Rocky Mountain Association of Physical Plant Administrators (RMAPPA) Trade Show**
 - Takes place in the Rocky Mountain Region and focuses on Universities
- **Eastern Region Association of Physical Plant Administrators (ERAPPA) Trade Show**
 - Takes place in the North East Region and focuses on Universities
- **Southern Region Association of Physical Plant Administrators (SRAPPA) Trade Show**
 - Takes place in the South East Region and focuses on Universities
- **Central Association of Physical Plant Administrators (CAPPA) Trade Show**
 - Central USA Region, often combined with MAPPA and focuses on Universities
- **Midwest Association of Physical Plant Administrators (MAPPA) Trade Show**
 - Takes place in the Midwest USA and focuses on Universities
- **Pacific Coast Association of Physical Plant Administrators (PCAPPA)**



- Takes place in the Western USA and focuses on Universities
- **International City Managers Association (ICMA) Trade Show**
 - Focuses on City Government and takes place in October
- **National Affordable Housing and Redevelopment Officials (NAHRO) Trade Show**
 - Focuses on Government Subsidized Housing
- **International Facilities Management Association (IFMA) Trade Show**
 - Focuses on Facility Managers and School Campuses
- **National League of Cities (NLC) Trade Show**
 - Focuses on Elected Government Officials and Risk Management officials
- **Public Works Summit**
 - Focuses on Municipal Public Works Directors and their staff takes place in Texas every November

D.4.c Cooperative Marketing

The first step in promoting this contract will be through an owner / manager conference call, and then we will announce it on our bi-weekly sales trainings. We have these trainings so frequently that within a short period of time every sales rep will know about the program and how to use the contract to do work. We are always looking for ways to shorten the sales cycle, so the use of Co-Operative is a great way to do that.

We also will include logos for the Co-Op on marketing materials so that our potential customers will know how we intend to do business. If they aren't members of the co-op we will show them and encourage them to join.

The bi-weekly sales trainings are done by a 3rd party sales coach which management will educate on the benefits and advantages of the co-op.

- a. There is both a home office (corporate) component as well as a local component for the promotion and marketing of the co-op and how to use it. We will announce and promote it to the managers/owners and also have education come from our 3rd party sales coach, but the local managers, who have the most profit incentive, will work with their individual sales team members to actually execute on the co-op use.
- b. As mentioned, we will include logos on proposals, brochures and other marketing materials. In addition, we plan to target those members that may already be members of the co-op since the adoption will be easiest using existing members that don't need to sign up for the co-op. We do attend conferences on a regular basis and upon award, can put a logo for the co-op in the trade show booth for notice of potential customers.
- c. A sample of our proposals, with a previously awarded co-op logo has been included below:



- d. We will train our staff with the bi-weekly coaching sessions and in particular have the emphasis be with our 3rd party coach to train. These training sessions range between 45 minutes to 1 hour every Monday and it is a great forum for additional training items, and to review existing policies, procedures, and programs like KPN.



D.4.d Environmental Initiatives

1. Water Conservation / Preservation - PCC does not use water cooling for our blades, nor for dust suppression during concrete cutting. We conserve water by using dry vacuum dust control in which we have several US Patents. Water usage contaminates storm drains with silica and can harm the water supply, pollute streams and rivers, etc.
2. OSHA - PCC has invited OSHA to our job site and they have advised us regarding mechanical / engineering dust control mechanisms. As a result, we have developed a 2 vacuum system with an inline dust separator. This technique has a pending patent and significantly reduces or eliminates silica exposure and facilitates clean disposal.
3. Recycling - The majority of our concrete gets recycled by grinding it up and using it in the creation of roads, road base, etc.
4. Our process - The average concrete panel is approximately 1,200 lbs., which is why concrete waste is one of the largest volume waste products in landfills. As opposed to removing the panel, repairing the panel using the PCC technique creates a small amount of debris, which we can then recycle. Not only is there a significant amount saved from landfills, but the PCC process saves a significant amount of Co2 due to reduced hauling, disposal, and production of new concrete.
5. USGBC - We are members of the US Green Building Council. We've been members for over 10 years and have supported that organization with our membership dollars.

Some of our customers have asked for detailed environmental impact data to share with their organizations, an example of that type of data is attached. We highlight the reduction in gasoline, Co2, etc.

ENVIRONMENTAL COMMITMENT SUMMARY

<p>U.S. GREEN BUILDING COUNCIL</p> Precision Concrete Cutting (PCC) is a member of the U.S. Green Building Council, whose mission is to bring green building and sustainability to the building and construction industries through LEED Certification. <p>LANDFILL REDUCTION</p> We are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 sidewalk panels results in approximately 59 tons of concrete going to landfills, in contrast using PCC results in .3 tons of concrete. <p>RECYCLING</p> In addition to reducing the waste going to landfills, in most areas we are able to recycle the concrete to be used in the future as road base for future roads and infrastructure projects.	<p>DETAILED IMPACT OF YOUR PROJECT</p> <ul style="list-style-type: none"> • Gallons of Gasoline Saved = 52.67 • Metric Tons of Co2 Saved = .47 • Number of Acres required to sequester Co2 = .57 • Total Trees Planted (.06 metric tons of Co2 per tree) = 7.80 • Equiv. Number of Plastic Bottles Recycled (828 grams / bottle) = 565.28 Bottles • Number of Cars off the Road for 1 year = 37.59 Days
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D.5.a Manufacturers

N/A



D.5.b Subcontractors, Distributors, Installers, etc.

N/A

D.6.a Letter of Credit



Bonneville Bank
Your Hometown Community Bank

Green Dot Bank
dba Bonneville Bank
1675 N. Freedom Blvd.
Provo, UT 84604-0400

Phone: (801) 344-7020
Fax: (801) 377-1036

December 28, 2021

To Whom It May Concern:

Precision Concrete Cutting, Inc. has been a customer of Bonneville Bank since January of 2002. Precision Concrete Cutting, Inc and its owners are currently, and have been at all times previously, in good standing with the Bank on all of their accounts.

If you have any further questions or concerns, please feel free to contact me at (801) 344-7020.

Sincerely,

Steven Lybbert

Steven Lybbert
Supervisor; Lending

KPN BID FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

KPN 202201-04 Trip Hazard Removal

Precision Concrete Cutting

NAME OF BIDDER _____

Bidders may raise exceptions to KPN General and Special Terms and Conditions as set forth in Parts I and II, respectively, of this IFB. The following Terms and Conditions are required and exceptions or alternatives to them will be rejected: all local, state and federal laws cited or referenced in this IFB; all local, state and federal laws which in the future may apply to procurement practices and construction; regulated tournament dimensions of sports surfaces; the schedule of bid activities; and the procedures and rights reserved by KPN in the selection and awarding processes associated with the bid. The proposal of exceptions does not ensure their adoption in the selection and contracting processes. KPN reserves the right to reject exceptions raised by the bidder.

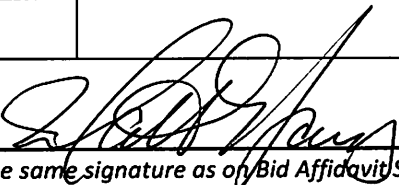
INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it.
2. If "yes" is checked below, complete the form and add attachments as necessary.

Scan the completed form and any attachments to PDF, title it **Your Company Name Exceptions**, and upload to the KPN bidding website and label it **Company Name-Exceptions**.

3. No, this bidder does not have exceptions to the Terms, Conditions and Specifications incorporated in Parts I and II of this IFB or the Bid Forms in Part III (this section).
 Yes, this bidder has the following exceptions to the Terms, Conditions and Specifications incorporated in Parts I and II of this IFB or the Bid Forms in Part III (this section).

IFB Page Number	Outline Number	Terms and Conditions	Exception

Signature and date  01/12/22
Must be same signature as on Bid Affidavit Signature and Acceptance Form

KPN BID FORM F.1: COMPLIANCE AND DEVIATIONS

KPN 202201-04 Trip Hazard Removal

NAME OF BIDDER _____

INSTRUCTIONS: FORM F.1 is seven (7) pages long. The criteria listed below pertain to the products and services related to the category listed above. Please check “Comply” if this aligns with your ability to provide or “Deviate” if not. For all criteria checked “Deviate,” explain the exception on FORM F.2. The authorized representative must sign on the signature line below this form and at the bottom of FORM F.2. The bidder must also complete and sign FORM C.2, “Certification of Ability to Service Members,” even if checking “Comply” for item E.1 in FORM F.1 below.

Scan the completed, signed document to a PDF format, title it ***Your Company Name - FORM F.1 - Compliance***, and upload to the KPN bidding website and label it ***Your Company Name – FORM F.1 - Compliance***.

I.F Specification Compliance

Part	Category	Specification	Comply	Deviate
E.1	National Service	Supplier is able to serve KPN members in the fifty United States and District of Columbia. Complete FORM C.2 even if you answer “comply.”		
E.2	Website	Supplier agrees to create a special KPN landing page website for KPN members with product information and if applicable a custom ordering website showing KPN contract pricing.		
E.3	Marketing Plan	Supplier can implement a marketing plan to KPN members in all states indicated above and will meet with KPN staff to develop and implement a comprehensive marketing plan within 30 days after contract award.		
E.4	Shipping Time	Supplier can guarantee a shipping time after receipt of order 90% of the time. If the product cannot be shipped within the stipulated time period, the KPN member has the opportunity to secure the product elsewhere.		
E.5	Discount Pricing	Pricing must be a percentage discount from the manufacturers’ suggested list price or percentage up from cost, whichever provides the lowest pricing for the agency.		
E.6	Pricing and Discount Status	“Most Favored Agency” pricing based on a national contract.		
E.7	Discount Structure and Price Changes	The awarded discount structure must remain firm. Price changes, if required, will be allowed only if the public verified price schedule is superseded, revised or changed after the contract award. The supplier may pass on the applicable price increase or decrease to KPN members provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to KPN for review and written approval prior to the implementation of the price changes.		
E.8	Shipping Charges	Shipping charges are clearly identified in the pricing schedule.		
E.9	Pricing Errors	If the supplier makes an error in pricing (typographical or photographic error, for example), KPN members reserve the right to return or refuse a product. The supplier agrees to pay for the cost of a returned product due to a pricing error.		
E.10	New Products	All products sold under the KPN contract must be new unless members specifically request used, refurbished or retrofitted items.		
E.11	Return of Defective Products	The supplier agrees that full refund, credit or exchange will be granted to any defective-on-arrival (DOA) merchandise if reported within thirty (30) days of receipt of the order. If orders are received by school district members when school is not in session, the thirty (30) days will be extended for a reasonable period of time.		
E.12	Customer Liaison	The supplier will appoint a single contact for problem solving under the KPN contract. This will be a dedicated senior-level contract manager authorized to make decisions on the member account.		

E.13	Compliance	The bidder has included the 2% KPN Administration fee in their discounts and agrees to track and pay KPN on a quarterly basis submit a detailed sales report.		
E.14	Trip Hazard Removal	The Contractor must repair all sidewalk trip hazards from ¼” and up to 2” in designated work areas.		
E.15	Trip Hazard Removal	The Contractor must be able to initiate work within ten (10) days of contract award from customer, and must provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate the Contractor’s ability and experience with this type of work.		
E.16	Trip Hazard Removal	The Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.		
E.17	Trip Hazard Removal	The Contractor may not use any type of “fill” material that deteriorates or breaks apart over time.		
E.18	Trip Hazard Removal	The Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor’s equipment does cause damage to above, the contractor must be notified immediately and damages must be repaired at the contractor’s expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3 to 4 foot wide sidewalk panel.		
E.19	Trip Hazard Removal	The Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.		
E.20	Trip Hazard Removal	The Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.		
E.21	Trip Hazard Removal	The Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).		
E.22	Trip Hazard Removal	The Contractor is not allowed to cut the concrete deeper than the opposing slab. If any cutting goes deeper than the opposing slab, they are required to remove and replace the entire concrete panel.		
E.23	Trip Hazard Removal	No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. The Contractor must use a dust abatement system, which limits the dust emitted from the equipment.		
E.24	Trip Hazard Removal	The Contractor must submit an itemized summary of all repaired hazards which includes: <ul style="list-style-type: none"> • The specific hazard height – both high side and low side measurement – in 8ths of an inch • The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an “inch-foot” total • The total width of actual repair to the nearest ½ foot • The physical location (address) of each repair 		
E.25	Trip Hazard Removal	The Contractor shall submit monthly a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations.		
E.26	Trip Hazard Removal	Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. <ul style="list-style-type: none"> • <i>Example:</i> If a trip hazard is cut 1” on one side and tapered to 0” on the other side of a full 4- foot width sidewalk, it shall be calculated as follows: <ul style="list-style-type: none"> ○ $(1" + 0") / 2 \times 4' = 2$ inch-feet ○ $2 \times \text{price per inch foot} = \\$ \text{total cost of trip hazard}$ 		
E.27	Trip Hazard Removal	All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.		
E.28	Trip Hazard Removal	The Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.		

E.29	Trip Hazard Removal	The Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6.		
E.30	Trip Hazard Removal	The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.		
E.31	Trip Hazard Removal	Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent draining of rain water or irrigation.		
E.32	Trip Hazard Removal	The Contractor must use a data collection device that records the details of the work and transmit the data electronically. The recording device must be able to record sizes of hazards, longitude and latitude coordinates, hazard locations plotted to a map, address, photographs of the original hazards and also provide this data electronically in order to integrate into a GIS system.		
E.33	Trip Hazard Removal	The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.		
E.34	Trip Hazard Removal	The Contractor must be able to respond to any emergency work within 24 hours of notification.		
E.35	Trip Hazard Removal	Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.		
E.36	Trip Hazard Removal	If the Contractor is approached by a pedestrian with questions about the project, the Contractor shall address their concerns in a professional and polite manner.		
E.37	Delivery	All delivery is considered "inside" unless the purchasing member agency specifies "tailgate."		
E.38	Customer Service	The supplier agrees to work, as necessary, with local dealers, distributors and contractors who normally provide and/or install the offered products.		
E.39	Customer Service	The supplier has sales staff and customer service representatives available to purchasing member agencies in all states.		
E.40	Customer Service	The supplier has toll-free service numbers staffed during regular business hours.		

II.F. Bid Proposal Pricing Guidelines:

- II.F.1. A bid proposal in response to this IFB must present pricing using FORM G.1 (in Part III, Bid Forms and Instructions) and the FORM G.2. A bid lacking the FORM G.2 pricing schedule with the bidder's entries will be rejected as nonresponsive. Bidders may also offer other products that are in addition to or compliment the products that are included in the specifications.
- II.F.2. Pricing does not include taxes.
- II.F.3. Bidders are reminded to incorporate the KPN administrative fee into their bid schedules. The administrative fee cannot be assessed directly or separately to the purchasing member. The administrative fee is 2%.
- II.F.4. Bidders are instructed to include warranty information and incidental charges and fees on additional sheets in the Excel pricing document.
- II.F.5. Bidders are instructed to include PDF documents of the most recent catalogs or price lists of products and services offered under the bid. Submission of outdated catalogs or pricelists may result in the rejection of the bid.

II.F.6. As stated in the General Terms and Conditions (see Part I of this IFB), adjustments or revisions to price lists may be submitted to KPN on an annual basis and are subject to KPN approval. Noncompetitive price changes that are not in the best interest of KPN members may be grounds for termination of the contract.

III.F. **Bid Preparation.** All instructions and required forms for preparing a viable bid response are included in Part III Bid Forms and Instructions of this IFB and Price FORM G.2-4.

Signature and date

 01/12/22

Must be same signature as on Bid Affidavit Signature and Acceptance Form

KPN BID FORM F.2: DEVIATIONS

KPN 202201-04 Trip Hazard Removal

Precision Concrete Cutting

BIDDER _____

INSTRUCTIONS: For any items checked "Deviate" on FORM F.1 above, list details below. You may use the Word version of this form to insert your answers or create a facsimile table to write text responses. If creating a facsimile, remember to sign it at the bottom.

Scan the completed document, save it to PDF Format, title it *Your Company Name – Form F.2 - Deviations*, and upload to the KPN bidding website and label it *Your Company Name – Form F.2 - Deviations*

- No deviations were noted on FORM F.1
- Yes, deviations were noted on FORM F.1

Outline number	Specification	Details of Exception
E.1	Service Area	No work in AK,HI
E.2	Landing Page	No landing page needed, data will be provided on proposals

Signature _____  _____
Must be same signature as on Bid Affidavit Signature and Acceptance Form

KPN BID FORM G.1: DISCOUNT AND PRICING SCHEDULE

KPN 202201-04 Trip Hazard Removal

Precision Concrete Cutting

NAME OF BIDDER _____

INSTRUCTIONS:

G.1. The bidder must complete this form and sign it at the bottom.

Additional pricing and/or discounts may be listed directly on the form below (part G.3). Scan this document when completed, save it as a PDF document, title it ***Your Company Name - Pricing G.1***, and upload to the KPN bidding website labeling it ***Your Company Name - Pricing FORM G.1***.

G.2. Pricing FORM G.2: After downloading the Pricing FORM G.2 provided to this IFB, save it to your hard drive BEFORE entering data, and title it ***Your Company Name – Pricing Form G.2***. Save the completed document, then upload to the KPN bidding website and label it ***Your Company Name – FORM G.2 Pricing***.

Provided to this IFB is one (1) Pricing FORM G.2 document corresponding to Part II. This form contains the following tabs (worksheets) and must be completed, labeled and uploaded to the KPN bidding website:

- Instructions Tab
- Tab G.2.A – Bid Form for Core Items
- Tab G.2.B – Bid Form for Non-Core Items
- Tab G.3 – Bid Form for Services
- Tab G.4 – Volume Discounts
- Tab G.5 – State Multiplier

G.3. Additional Services – Warranties, Additional Services (Design, Installation, Training, Support), or Incidental Price Schedule Sheet for other item not included in above listed price forms. Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies, providing the name and detailed description of each item, the regular, non-discounted (list) price offered by the bidder; the KPN member discount price; and any other associated costs. Please create a list of additional services and pricing.

G.4. Additional Discounts: If additional discounts/bonuses are available to KPN members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

G.5. State Multiplier: Since labor rates will vary by state, a vendor may list their base rate on Tab G.3 – Services and list a state multiplier on Tab G.5 for each state.

G.6. Catalog(s)/Pricelist(s): Scan the most recent catalog(s) or pricelist(s) displaying the materials and services available under this bid to PDF format, label it/them ***Your Company Name – Type or Name of Catalog*** and upload to the KPN bidding website and labeling it ***Your Company Name – Name of Catalog***. Also upload any brochures for the products that you are offering.

Signature _____

Must be same signature as on Bid Affidavit Signature and Acceptance Form

Tabs for Line Item Pricing Bids

G.2	Catalog Discounts	OPTIONAL
G.2A	Core Items Price Schedule	REQUIRED
G.2B	Non-Core Items Price Schedule	REQUIRED
G.3	Services	REQUIRED
G.4	Volume Discounts	OPTIONAL
G.5	State Multiplier	OPTIONAL



Form G.2 – Catalog Discounts

KPN IFB # 202201-05

Bidding Company Name: *Precision Concrete Cutting*

Name of Catalog:
 (This must be the catalog in effect as of the bid date) *Enter catalog name here*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Form G.2 is an OPTIONAL FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments	No.
1				1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
10				10
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34				34
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40				40



Form G.2A – Core Items Price Schedule
KPN IFB # 202201-04

INSTRUCTIONS: Complete the following information for **all core items listed below**. These are higher usage items and it is anticipated that deeper discounts will be bid for these items. In the event a new catalog or manufacturer's price list changes during the contract term, the Bid Discount Percentage would remain the same.
Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the G.1 tab. **Failure to have price correspond may be cause for rejection of your offer.**

Form G.2A is a REQUIRED FORM

Bidders shall use an "inch-feet" measurement to determine costs for Trip Hazard Removal Services.

Bidders shall use the following formula when submitting proposals:

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.

Example: If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

i. $(1" + 0") / 2 \times 4' = 2$ inch-feet

- 2 x price per inch foot = \$ total cost of trip hazard

No.	Product Category	Bidding Company Name:	Enter company name here			Catalog Name:		Enter catalog name here			No.
		Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	
1		Bid Price per inch foot - Year One (see calculation above)				inch-foot	\$ 50.00	10%	\$ 45.00		1
2		Bid price per inch foot - Year Two (see calculation above)				inch-foot	\$ 52.00	10%	\$ 46.80		2
3		Optional Cost for Performance Bond (if requested by KPN Member) - rate per \$1000				per \$1000	\$20	0%	\$ 20.00		3
4											4
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25											25
26											26

Bidding Company Name:			<i>Enter company name here</i>			Catalog Name:			<i>Enter catalog name here</i>		
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
27											27
28											28
29											29
30											30
31											31
32											32
33											33
34											34
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Form G.2B – Non-Core Item Price Schedule

KPN IFB # 202201-04

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items except the core items (listed on G.2A) in the entire catalog. Use a separate spreadsheet for each catalog.
Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the G.2A tab.
Failure to have price correspond may be cause for rejection of your offer.

Form G.2B is a REQUIRED FORM

Bidding Company Name:			<i>Precision Concrete Cutting</i>			Catalog Name:		<i>Enter catalog name here</i>			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1	To Be Completed by Bidding Contractor	Uneven Sidewalk Repairs Year 1				Inch Foot	\$ 50.00	10.0%	\$ 45.00		1
2		Uneven Sidewlak Repairs Year 2+				Inch Foot	\$ 52.00	10.0%	\$ 46.80		2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
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30											30
31											31
32											32
33											33
34											34
35											35
36											36
37											37
38											38
39											39

Bidding Company Name:			Precision Concrete Cutting			Catalog Name:		Enter catalog name here			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
40											40
41											41
42											42
43											43
44											44
45											45
46											46
47											47
48											48
49											49
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82											82
83											83
84											84
85											85
86											86
87											87

Bidding Company Name:			<i>Precision Concrete Cutting</i>			Catalog Name:		<i>Enter catalog name here</i>			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
88											88
89											89



Form G.3 – Services Price Schedule

KPN IFB # 202201-04

Bidding Company Name:

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Form G.3 is a REQUIRED FORM

Design Services	Description	Regular Price or Rates	*Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	**Additional Discount on Large Projects: Y/N

Installation Services	Description	Regular Price or Rates	*Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	**Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	*Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	**Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	*Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	**Additional Discount on Large Projects: Y/N
	Surveying Work	\$300.00	\$300	N/A	N/A	N/A

****Please detail additional discounts on large projects.**



Form G.4 – Volume Discounts Schedule
KPN IFB # 202201-04

Bidding Company Name:

Enter company name here

Form G.4 is an OPTIONAL FORM

**Additional Discount for One Time Purchase OR a
 Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):**

Dollar Amount FROM	Dollar Amount TO	Catalog	Additional Discount Offered (%)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Please complete this form for each state that you are bidding to be able to search.



Precision Concrete Cutting

CONTRACT #: KPN-202201-04

COMMODITY: Trip Hazard Removal

EXECUTIVE SUMMARY:

KPN Purchasing Program: **KPN National Bids**

KPN Membership Classification Eligible to Use Contract: **All states**

Year of Award: **2022**

Term of Contract:

- **Initial Contract: March 1, 2022 – February 28, 2023**
- **Extension: Valid through February 28, 2024** (Approved by CSIU Board on 12/21/2022)
- **Extension: Valid through February 28, 2025** (Approved by CSIU Board on 01/17/2024)
- **Extension:**
- **Extension:**
- **Extension:**

Type of solicitation: **IFB**

Bid/RFP#: **KPN-202201-04**

Bid published/archived at: **<https://kpn.ionwave.net>**

Advertising history: **Date**

December 14, 2021

December 21, 2021

December 28, 2021

Publication

Sunbury Daily Item, Milton Standard, Harrisburg

Patriot, Baltimore Sun, Albany Times, Trenton Times,

Seattle Times, Arizona Republic and USA Today.

Bid Deadline: January 14, 2022

Bid Opening: January 17, 2022

Bid Award Approved: February 16, 2022

This bid was solicited by the Central Susquehanna Intermediate Unit d/b/a the Keystone Purchasing Network (KPN). All contract awards and bid extensions are approved by action of the CSIU Board of Directors at the monthly meeting following the selection process (contract award) or preceding the term of the extension.

Members requiring additional documentation should contact (888) 490-3182, 8 a.m. – 4 p.m. Eastern Time, weekdays except for holidays, or email info@thekpn.org.

EXTENSION OF AGREEMENT
KPN BID 2022

Contract EXTENSION AGREEMENT made by and between

Precision Concrete Cutting (Vendor)
Category: Trip Hazard Removal
and

The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)
Agreement being numbered: KPN Contract # KPN-202201-04
Contact: Mark Carollo, 90 Lawton Lane, Milton, PA 17847, (570) 246-5936

The existing Agreement in initially commencing upon award terminates on February 28, 2023; however, the Term of Contract and Extensions in the KPN Bid provides the Agreement may be extended for five (5) additional 12-month periods by mutual written agreement through February 28, 2028. KPN has approved this extension and now the Central Susquehanna Intermediate Unit d/b/a KPN and Vendor desire to extend the Agreement for a term of one (1) year, until February 28, 2024. The contract may be extended upon the approval of the Board of Directors of the Central Susquehanna Intermediate Unit and the Vendor. Upon the signatures of authorized officers of the Central Susquehanna Intermediate Unit and Vendor the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature cc [Signature] Date December 22, 2022
Dr. John Kurelja, Executive Director

Vendor

Authorized Signature [Signature] Title PRESIDENT
Typed Name MATTHEW HANEY Date 01/06/23

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before January 31, 2023 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by January 31, 2023 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective February 28, 2023.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

**EXTENSION OF AGREEMENT
KPN BID 2022**

Contract EXTENSION AGREEMENT made by and between

Precision Concrete Cutting (Vendor)
Category: Trip Hazard Removal
and

The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)
Agreement being numbered: KPN Contract # KPN-202201-04
Contact: Mark Carollo, 90 Lawton Lane, Milton, PA 17847, (570) 246-5936

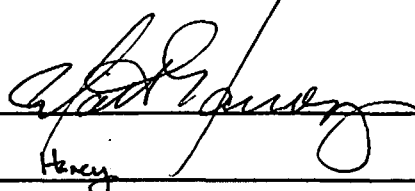
The existing Agreement in initially commencing upon award terminates on February 28, 2023; however, the Term of Contract and Extensions in the KPN Bid provides the Agreement may be extended for five (5) additional 12-month periods by mutual written agreement through February 28, 2028. KPN has approved this extension and now the Central Susquehanna Intermediate Unit d/b/a KPN and Vendor desire to extend the Agreement for a term of one (1) year, until February 28, 2025. The contract may be extended upon the approval of the Board of Directors of the Central Susquehanna Intermediate Unit and the Vendor. Upon the signatures of authorized officers of the Central Susquehanna Intermediate Unit and Vendor the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature  Date January 18, 2024
Dr. John Kurelja, Executive Director

Vendor

Authorized Signature  Title President
Typed Name Matt Hancy Date 1/25/24

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before February 15, 2024 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by February 15, 2024 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective February 28, 2024.

Authorized Signature _____ Title _____

Typed Name _____ Date _____