

READING SCHOOL DISTRICT  
STRUCTURED COMMUNICATIONS CABLING  
(2023-2024 SCHOOL YEAR MISCELLANEOUS) PROJECT

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## Reading School District

# Project Manual for Structured Communications Cabling (2023-2024 School Year Miscellaneous) Project

<b>Date Issued:</b>	<b>May 17, 2023</b>
<b>Deadline for Inquiries</b>	<b>May 31, 2023 by 9:00 AM</b>
<b>Deadline for Sealed Bids</b>	<b>May 31, 2023 at 11:00 AM</b>

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**THE BID DOCUMENTS INCLUDED IN THIS PROJECT MANUAL ARE INTEGRATED AND FORM THE ENTIRE BASIS FOR WHICH BIDDERS SHALL SUBMIT BIDS FOR THE PROJECT. BIDDERS SHALL CAREFULLY READ EACH AND EVERY BID DOCUMENT PRIOR TO SUBMITTING ITS BID TO FULLY UNDERSTAND THE OBLIGATIONS IT ASSUMES AND RIGHTS IT WAIVES BY SUBMITTING ITS BID AND PERFORMING THE CONTRACT, IF AWARDED.**

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**INVITATION TO BID**

The Reading School District will receive sealed bids for structured communications cabling throughout various District buildings during the 2023-2024 school year.

Bids shall be received by the Reading School District until 11:00 AM (Eastern Prevailing Time) on May 31, 2023, at its district office located at 800 Washington Street, Reading, Pennsylvania 19601. **Hand delivery of sealed bids is REQUIRED and must be made between 10:00 AM and 11:00 AM on May 31, 2023 at the above address.**

Bid Documents, including the Specifications, may be obtained from Jeff Haas, Acting CTO, Reading School District, by emailing [erate-rfp@readingsd.org](mailto:erate-rfp@readingsd.org) and/or from <https://www.readingsd.org/domain/1384>.

Timely submitted Bids will be publicly opened and read aloud at 11:00 AM on May 31, 2023 at the district office located at 800 Washington Street, Reading, Pennsylvania 19601.

Bids must be submitted on forms included in the Bid Documents and must be accompanied by Bid Security, Non-Collusion Affidavit and Bidder Qualification Information in accordance with the Instructions to Bidders.

Bids shall conform to all other requirements as more fully set forth in the bidding documents, including compliance with all applicable laws and regulations.

All proposals submitted are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of contract is delayed by the required approvals of another governmental agency, sale of bonds or award of grant or grants, in which case, proposals shall be irrevocable for one hundred twenty (120) days in accordance with Section 3911 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3911.

The Owner reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

This Project shall be subject to the Pennsylvania Prevailing Wage Act, 43 P.S. § 165.1, *et seq.*, its implementing regulations and the Pennsylvania Prevailing Minimum Wage Rate Determination issued by the Secretary of Labor & Industry.

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**INSTRUCTIONS TO BIDDERS**

**1. BID DOCUMENT AVAILABILITY**

A. The Bid Documents have been prepared by and may be obtained from the Reading School District, ATTN: Jeff Haas, Interim CTO, by emailing [erate-rfp@readingsd.org](mailto:erate-rfp@readingsd.org). The Bid Documents are made available only for the purpose of obtaining Bids for the Project. Their availability does not grant a license for any other purposes

B. Bid Documents may also be obtained at <https://www.readingsd.org/domain/1384>.

C. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the District for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications must be communicated via email and received by the Issuing Officer no less than two (2) hours before Bid Deadline. All inquiries should include “Misc. Cabling Bid” in the subject line. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the District with a mailing and email address up to three (3) business days prior to Bid opening. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the District unless issued in an Addendum.

**2. DEFINITIONS**

A. Addenda: Written and/or graphic instruments issued by the District prior to the Bid deadline which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

B. Bid Deadline: The date and time which the District will receive and open sealed Bids for the Project as identified in the Invitation to Bid.

C. Bid Documents: The bid documents include, without limitation, the Bid Documents Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of Contract, Bid Bond Form, Contract Form, Performance Bond Form, Payment Bond Form, Non-Collusion Affidavit Form, Specifications, Bid Form and any Addenda.

D. Bid Security: Bid Bond prepared on the form contained in the Bid Documents used to guarantee the Bid.

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- E. Bidder: Person or entity submitting a Bid.
- F. Contract: The entire integrated agreement between the District and Contractor in connection with the Project shall constitute the “Contract Documents” and form the Contract. The Contract Documents shall include, without limitation, the completed Contract Form, completed Performance Bond, completed Payment Bond, completed Non-Collusion Affidavit, completed Bid Form, the Bid Documents, and any other documents required to be completed per the Bid Documents.
- G. Contractor: Bidder to whom the Contract is awarded.
- H. Detailed Cost Break-Down: An itemized list of all labor and materials required to complete a Work Order and shall include, without limitation, the number of units of labor and materials to be installed and/or delivered and the price applicable each itemized component of labor and materials (which shall include, without limitation, charges for delivery, fuel, transportation, storage, placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract) in a form acceptable to the District.
- I. District: Reading School District
- J. District Parties: The District Parties include, collectively and without limitation, the District’s directors, officers, employees, agents and retained professionals.
- K. District Property: Shall mean any real property owned or operated by the District, and all buildings and improvements thereon, and any personal property, systems and equipment located therein or thereon.
- L. Project: The total construction for the Structured Communications Cabling at the District’s City Line and Cottage Facilities.
- M. Specifications: The information, drawings, plans and/or specifications included with the Bid Documents that provide the technical details of the work and products required to complete the Project.
- N. Verification Form: The verification form required to be submitted to the District by contractors and subcontractors pursuant to the Public Works Employment Verification Act 43 P.S. § § 167.1 *et seq.*).
- O. Issuing Officer and Technical Contact: Jeff Haas, Acting Chief Technology Officer, Reading School District, 800 Washington Street, Reading, Pennsylvania 19601; [erate-rfp@readingsd.org](mailto:erate-rfp@readingsd.org).

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P. Work: The construction and services required by the Contract Documents, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

**3. PREPARATION AND SUBMISSION OF BIDS**

A. Bidder shall be solely responsible for the delivery of its Bid in the manner and time prescribed. All Bids must be received by the District at the place designated in the Invitation to Bid no later than the Bid Deadline. Bids received after the Bid Deadline shall be returned to Bidders unopened.

B. By submitting its Bid, Bidder represents that it has read and understands the Bid Documents, including all Addenda, its Bid is based upon the labor, materials, and equipment required by the Specifications and is willing to accept performance of the Project for the amounts set forth in its Bid.

C. Bids shall be prepared and submitted on forms included in the Bid Documents. All blank spaces shall be filled in, by computer, typewriter or blue ink. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, fuel, transportation, storage, placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract.

D. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of District and the lowest responsible and responsive Bidder.

E. The Bid Form shall be signed in accordance with the following:

(i) If the Bidder is an individual, the Bid shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

(ii) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; and the business name and address of the partnership shall be stated.

(iii) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to

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sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(iv) If the Bidder is a limited liability company, the Bid Form shall be executed in its name and on its behalf: (a) by all of the members if the company is member-managed, or by the managing member if the company is manager-managed, or (b) by a duly authorized agent of the company whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the members of the bidding company authorizing said agent to sign the Bid on behalf of the company, submitted with the Bid. The business address of the company and state of formation shall be stated.

(v) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

F. The lowest responsive and responsible Bidder, as determined by the District, shall submit a completed Verification Form required by the Public Works Employment Verification Act (43 P.S. § § 167.1 et seq.) acknowledging the Bidder's responsibilities and compliance with the Public Works Employment Verification Act within ten (10) calendar days of the date of the District's notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required Verification Form shall constitute a default by Bidder, and the District may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to provide the Verification Form. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

G. Each Bid must be accompanied by Bid Security in the amount Five Thousand Dollars (\$5,000.00). Bid Security shall be in the form of a Bid Bond in the form set forth herein, naming the District as obligee. The Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof. The Bid Security of Bidders will be returned at the Bidder's request, upon (1) the

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execution of the Contract by the District, or (2) the rejection of all bids by District, or (3) the expiration of the firm bid period.

H. In order to facilitate the District's determination of the "lowest responsible bidder", each Bidder shall submit as part of its Bid:

- (i) A description of the nature and scope of Bidder's business endeavors, including a history of the company;
- (ii) A description of Bidder's previous and ongoing relationship, if any, with the District;
- (iii) Proof that the Bidder is authorized to do business in Pennsylvania; and
- (iv) The names and contact information of at least five (5) current Pennsylvania K-12 school clients of similar size to the District that can attest to the quality of work provided by Bidder using or procuring similar goods and/or services as requested in this Invitation to Bid. All references to be complete with name, contact individual, location, phone number and type of facility.

**Pennsylvania Right-to-Know Law.** Bidder is required to clearly identify any specific information that it deems proprietary within its Bid. Bidder must provide one (1) copy of its redacted proposal with all proprietary information omitted if Bidder requests said information to be withheld from public inspection. The District intends to comply with the Pennsylvania Right to Know Law concerning requests for release of documents regarding this procurement, including the release of proposals after Contract award or rejection of all Bids.

I. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, or fail to furnish the required Performance Bond and Payment Bond, Verification Form required by the Pennsylvania Employment Verification Act, and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within ten (10) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the District may apply the Bid Security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the District and any higher amount for which the District may contract for the required work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the District by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the Bid Security, the Defaulting Bidder shall pay the District the full amount of the excess. If the District does not procure an executed contract with any other party for the performance of the work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the District would afford, as determined in the sole discretion of the District, then in that event, the Defaulting Bidder and its Surety shall pay to the District the full amount of the Bid Security as liquidated damages and not as a penalty.



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J. All Bids shall be submitted in a sealed opaque envelope, clearly identified with Bidder's name and Project name. The envelope shall also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error may be rejected by the District, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the District, and must be received prior to the date and time specified for Bid opening. Bids must be contained in a sealed, opaque envelope marked on the outside as follows:

BID: Misc. Cabling Bid

K. Delivery of Bids. Sealed Proposals shall be submitted by **hand delivery, only between the hours of 10:00 AM and 11:00 AM, May 31, 2023 to:**

Jeff Haas  
Acting Chief Technology Officer  
Reading School District  
800 Washington Street  
Reading, PA 19601

L. Bidders shall familiarize themselves with all of the bid specifications and addenda thereto and will be held responsible to fully comply therewith. Each Bidder shall visit the site and examine the conditions affecting the work before submitting a proposal. Bids shall include all costs and charges made necessary by special local conditions and ordinances. No extra payments will be allowed as a result of Bidder's failure to adhere to the above statements. Each Bidder shall be held to have examined the premises, the site, the specifications, all and each of the contracted documents. Any failure by the Bidder to fully acquaint themselves with any of the available information shall not relieve them from the responsibility for performing work properly and in complete accordance with the specifications.

#### **4. STANDARD OF QUALITY/EQUIPMENT SUBSTITUTION**

A. The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or substitution meeting or exceeding the minimum standard of quality, as determined by the District as evidenced by Addenda." A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words "No Substitutions", these items are proprietary and the sole acceptable source for this Project, and no substitutions will be permitted.

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B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the District at least seven (7) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including, but not limited to, drawings, cuts, performance test data, manufacturer's warranty and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that result from the substitution shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The District's decision of approval or disapproval of a proposed substitution shall be final and binding.

C. If the District approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

D. If a model specified in the Bid Documents is discontinued by the manufacturer after the award of the Contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit.

**5. MODIFICATION AND WITHDRAWAL**

Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the District in writing prior to the time specified for Bid opening in the Invitation to Bid. Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

**6. OPENING OF BIDS**

Bids will be publicly opened and read on the date, at the location, and commencing at the time stated in the Invitation to Bid. Bidders or their authorized agents may be present at Bid opening. The District shall have no obligation to notify any other person other than the lowest responsive and responsible Bidder of the District's intent to award the Contract.

**7. QUALIFICATIONS**

A. Prior to the award of Contract, District may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business. The District may make such investigation as it deems necessary to determine the ability of the bidder to do the work intended. In awarding bids, the

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District shall have sole discretion in determining the lowest responsive and responsible bidder and shall have the right to take into consideration the following factors, among others, in addition to price:

- (i) The character, integrity, reputation and judgment of the Bidder.
- (ii) The previous and existing compliance of the Bidder with the requirements of similar installations.
- (iii) The ability, capacity, experience and skill of the Bidder to perform the Contract.

B. The following conditions shall be considered grounds for disqualification of a Bidder:

- (i) Bidder is not authorized to do business in Pennsylvania;
- (ii) Bidder has not been in business for a least five (5) years performing services or furnishing equipment required in the Bid Documents;
- (iii) Bidder has had an unsatisfactory performance or failure to perform in accordance with the terms of one (1) or more contracts with the District within four (4) years of the issuance of this Invitation for Bids and the Bid Documents;
- (iv) Bidder proposes to employ subcontractors in the performance of the Work;
- (v) Bidder cannot provide all equipment and services listed in the Scope of Work/Specifications and in the Bid Form and/or conform to the Project timeline;
- (vi) District has identified unsatisfactory references from other Pennsylvania school districts for services that are identical or similar to the services required in the Bid Documents.

**8. COLLUSIVE BIDS**

More than one Bid for one Contract from an individual, partnership, corporation, company, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's Bid using the form set forth herein.

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**9. BID INELIGIBILITY**

- A. Failure to provide Bid Security may result in rejection of Bid.
- B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited substitutions, or which contain alteration of Bid Document forms, may be rejected by the District in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications may be rejected by the District in its sole and absolute discretion.
- C. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the District in its sole and absolute discretion.
- D. Bids where the prices are obviously unbalanced may be rejected by the District in its sole and absolute discretion.
- E. Unless specifically required to be identified on the Bid Form, Bids containing “escalator” clauses may be rejected by the District at the District’s sole and absolute discretion.
- F. All Bids shall conform with these Instructions to Bidders. Bids containing minor irregularities or informalities may be rejected by the District in its sole and absolute discretion. The District reserves the right to waive any such informalities or irregularities when a waiver is in the District’s best interest.

**10. BID REJECTION OR AWARD**

- A. The District reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the District’s best interest as determined by the District in its sole discretion. The District reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time as determined by the District in its sole and absolute discretion. If a Contract is awarded, it will be to the lowest responsive and responsible Bidder, provided such Bidder’s Bid is reasonable and in the District’s interest to accept.
- B. In the event of a dispute between a Bidder and the District regarding the District’s determination of which Bidder is the lowest responsive and responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the District to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the District be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the District decides not to award the Contract to such Bidder based upon the District’s determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive and responsible Bidder.

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C. Bidder agrees that it has prepared its Bid at its sole cost and expense. If, for any reason, the District rejects the Bidder's Bid, Bidder agrees that it shall not seek to recover expected profits or Bid preparation fees or costs, nor make a claim of unjust enrichment against the District.

D. Tie Bids. In the unlikely event of tie bids, award will be determined by the toss of a coin.

**11. AWARD OF THE CONTRACT**

A. It is the intent of the District to award the Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available to the District.

B. The District reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

C. The District will notify the lowest responsive and responsible Bidder if the District intends to award the Contract via email. Such Bidder shall complete and execute the Contract Form, Performance Bond and Payment Bond in accordance with the amounts set forth in its Bid, and provide certificates of insurance, and Verification Form. The executed Contract Form, executed Performance Bond, executed Payment Bond, and executed Verification Form, and certificates of insurance shall be submitted to the District by the Bidder within ten (10) calendar days of the date of the District's notification of its intent to award the Contract as a condition precedent to the award. Any notice of intent to award the Contract shall be subject to approval of the Board of School Directors of the District.

**12. PAYMENT AND PERFORMANCE BONDS**

A. Contractor shall furnish to District the following bonds:

(i) A Performance Bond in the amount of Fifty Thousand Dollars (\$50,000.00), conditioned upon the faithful performance of the Contract in accordance with the Contract shall be submitted. Such Bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of District.

(ii) A Payment Bond in the amount of Fifty Thousand Dollars (\$50,000.00). Such Bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to Contractor, or to any of Contractor's subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned upon the prompt delivery of such materials or products furnished or labor supplied or performed in the prosecution of the work.

B. Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal

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Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

C. The lowest responsive and responsible Bidder, as determined by the District, shall submit a Payment and Performance Bond within ten (10) calendar days of the date of the District’s notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required bonds shall constitute a default by Bidder, and the District may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications.

**NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR THE DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF DIRECTORS OF THE DISTRICT AT ITS REGULARLY SCHEDULED MEETING.**

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**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

1. The District intends to have successful Bidder complete various structured cabling projects throughout District buildings during the 2023-2024 school year. These projects may include (but are not limited to) CAT6 cable installation and termination, multi/single-mode fiber cable installation and termination, CAT5/6/etc. cable removal, multi/single-mode fiber cable removal, network rack mounting & installation, mounting and installation of wireless access points, mounting and installation of security cameras and other related structured cabling tasks.
  - A. The estimated value of this contract is 500 hours.
  - B. The District will deliver (which delivery may be via e-mail) a draft Work Order to Contractor setting forth the scope of work, completion time, and other important data for the work and materials needed under the Work Order. Within two (2) business days of Contractor's receipt of the draft Work Order, Contractor shall notify the District of Contractor's proposed contract sum to complete the work and provide the materials set forth in the draft Work Order, and otherwise advise the District if Contractor disagrees with or requires clarification on the scope of work, completion time or other requirements set forth in the Work Order. The District and Contractor shall proceed in good faith to reach agreement on a Work Order, and Contractor shall execute the mutually agreed upon Work Order and deliver it to the District. The Work Order, signed by the District and delivered to the Contractor, constitutes the District's acceptance of the Work Order. In the event that the District and Contractor, despite good faith efforts, cannot reach prompt mutual agreement on a Work Order, the District reserves the right to cancel the Work Order, and to have the work completed by the District's own staff or other third party. The District reserves the right to require Contractor to use materials and supplies which the District has in inventory or which the District elects to purchase directly. In such case, Contractor shall not be entitled to any mark-up on materials and supplies provided by the District. The District will require the Contractor to provide a detailed materials and supplies list for each work order to facilitate the acquisition of appropriate materials and supplies by the District.
  - C. For any Work Order exceeding One Thousand Dollars (\$1,000.00), Contractor shall submit a Detailed Cost Break-Down (the total of which shall equal the full amount of the contract sum for the Work Order). The Detailed Cost Break-Down shall be submitted to the District within two (2) business days of the date of the District's delivery of the draft Work Order to Contractor (which delivery may be via e-mail). Failure to timely submit such Detailed Cost Break-Down shall constitute a default by Bidder, and the District may, at its sole discretion, award the Work Order to another contractor, reserving to itself all rights for damages relating

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to said default, or, in the alternative, allow Contractor additional time in which to provide the Detailed Cost Break-Down. The District shall also have the right to award the Work Order, but withhold payment to Contractor until the Detailed Cost Break-Down is submitted by Contractor.

- D. The District, without invalidating the Work Order or the Contract, may order changes in the scope of work consisting of additions, deletions or other revisions. Such changes shall be embodied in a supplemental Work Order developed in accordance with the procedure for developing all Work Orders set forth above. A supplemental Work Order may alter the completion time. All such changes in the scope of work shall only be authorized by supplemental Work Order.
- E. The Work Order price, including authorized adjustments thereto, is the total amount payable by the District to the Contractor for completing the scope of work within the Work Order completion time.
- F. The Work Order completion time is the period of time, based on calendar days, allotted in the Work Order for final completion of the scope of work. The date of commencement of the work is the date established in the Work Order. If there is no date set forth in the Work Order, it is the date the fully executed Work Order is returned by the District to the Contractor (which may be via e-mail). Unless otherwise provided in the Work Order, the Contractor shall achieve final completion no later than ten (10) days from the date of commencement of the work.
- G. No work shall start without a written Work Order issued by the District.
- H. Certain work orders may require after hours work, especially while classes are in session during the school year, between 2PM and 10PM, as agreed upon by District and Contractor. Additionally, the option to complete work over certain holidays and weekends will be available to the Contractor, as agreed upon by the District and Contractor.

**2. Additional Requirements for Structured Cabling**

- A. District standard for Ethernet terminations is TIA568B
- B. Cable support hardware must be installed if not present in building. If J hooks are to be used, they must be placed every five (5) feet.
- C. A five (5) foot service loop must be provided on BOTH ends of each run
- D. All runs must be three hundred (300) feet or less in total length, end to end
- E. All runs must be continuous with no breaks or splicing allowed



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- F. Cabling must be bundled along path from IDF location to end. Velcro should be used wherever possible to secure the bundles.
- G. Cables may not be placed/routed in a way to allow for touching to occur against devices which are not meant to support Ethernet cabling, such as lights, electrical conduit, piping, etc.
- H. Vendor must supply all tools required for work, including ladders and carts.
- I. All dirt, dust, etc. created by contractor work must be cleaned up at the end of each work day. Broken ceiling tiles must be replaced. Ceiling tiles cannot be left open/removed at the end of each work day.
- J. **Documentation**
  - (i) Must provide spreadsheet detailing run to corresponding location
  - (ii) Must provide digital map of cable locations as built. Contractor may provide their own digital maps or use those provided by the District.
  - (iii) Machine generated labels must be attached to all cable ends within rooms/ceilings or surface mount box (if applicable).
  - (iv) Patch panels must be labeled with their letter, taking into account existing patch panels in IDFs. IDFs are lettered (as detailed on provided building maps). Example label should be in this format: IDF-A, Panel A, Port 20 would be labeled as A-A20.
  - (v) Must provide documentation that testing of each cable run was completed up to 1Gb link speed, meeting all relevant Ethernet standards.
- K. **Delivery**
  - (i) Delivery must be to each school location between the hours of 8AM and 4PM.
  - (ii) Contractor must deliver all supplies to specific location within the building.
  - (iii) A secure location will be provided to Contractor in each location for supplies.

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**3. Structured Cabling Technical Standards**

- A. EIA/TIA-569-A. Commercial Building Standard for Telecommunications Pathways and Spaces
- B. EIA/TIA-568-B. Commercial Building Telecommunication Standard
- C. EIA/TIA -TSB 67. EIA/TIA Telecommunications Systems Bulletin, Additional Transmission Specifications for Unshielded Twisted-Pair Cabling Systems
- D. IEEE 802.3ab Gigabit transmission over UTP
- E. ANSI/TIA/EIA-606. Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- F. ANSI/TIA/EIA-607. Commercial Building Grounding and Bonding Requirements for Telecommunications

**4. Structured Cabling Regulatory Requirements**

- A. EIA/TIA-568-B Commercial Building Wiring Standard
- B. The supplied manufacturer's structured cabling system installation guidelines. All manufacturer requirements must be met. Contractor must be an authorized installer of manufacturer products to ensure District receives the full manufacturer warranty.

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**GENERAL CONDITIONS OF THE CONTRACT**

**1. APPLICABILITY OF THE GENERAL CONDITIONS OF THE CONTRACT**

These General Conditions of the Contract shall apply and be binding upon the District and Contractor awarded the Contract for the Project upon execution of the Contract Form by each party. All capitalized terms not defined in these General Conditions of the Contract shall have the same meaning set forth in the Instructions to Bidders. These General Conditions of the Contract are a standardized listing of items generally applicable to Contracts for contracted construction services entered into by the District. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability.

**2. FAMILIARITY WITH PROPOSED WORK**

A. The Contract is entered into by the District with the understanding that Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents and that it has obtained all necessary information for completion of the services or Project on or before the date(s) specified. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall Contractor claim any misunderstanding in regard to the nature, conditions or character of the services or work to be performed or products to be supplied under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

B. Where estimated quantities have been shown for contract items, such quantities are solely for the purpose of comparing Bids, and are not intended to constitute an explicit or implicit representation as to the quantities of work and materials needed to fully complete the contract. This data is not intended to relieve Bidders of their responsibilities to familiarize themselves with conditions that may affect cost, progress or performance of the work.

C. Unit prices included in the Bid Form shall be applied to determine the contract sum applicable to a Work Order, and an equitable adjustment of the contract sum applicable to a Work Order in connection with extra work or changes ordered and approved by the District in writing under a supplemental Work Order. Unit prices for Hourly Rates submitted by Bidder shall include all profit, overhead, insurance, taxes, labor, equipment, transportation, and tools necessary and required to fully complete the work item, as specified and details for the work item under the project Specifications. The unit prices for Hourly Rates shall not include pricing for materials. Materials shall be provided as requested by the District at cost, with no more than a ten percent (10%) mark-up. The ten percent mark-up includes both Contractor and any subcontractor or supplier. Accordingly, no mark-up in excess of ten percent total shall be passed on to the District.

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**3. COMPETENT WORKERS**

Pursuant to § 7-752 of the Pennsylvania Public School Code, as amended, no person shall be employed to do work under the Contract except competent and first class workmen and mechanics. No workman shall be regarded as competent and first class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' worked as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the District where the Contract is being performed.

**4. CASH ALLOWANCES.**

No cash allowances for any purposes are included in the Specifications for this Project.

**5. INSURANCE**

A. The Contractor shall purchase, maintain and carry such liability insurance at its sole expense as set forth below to fully protect the District against all claims which may arise in connection with the Project. No work shall be started until the District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania and having an A or better, or financial rating of VIII or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the District. All Certificates of Insurance must indicate that the District has (through endorsement to the policy) been specifically named as additional insured parties for all policies except Workers' Compensation. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days' prior written notice has been provided to the District. In addition, all of Contractor's insurance policies and the Certificate of Insurance shall state that all of Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. All General Liability policies shall provide a per job location aggregate. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and Contractor shall be deemed to be in default (i.e. a Defaulting Bidder).

B. General Liability Insurance. General liability coverages shall be provided by a commercial general liability policy on an occurrence and aggregate basis. The policy date or retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included. Coverage to include Products and/or Completed Operations and \$1,000,000 products/ completed operations aggregate.

- (i) Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 aggregate.

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(ii) Property Damage: \$1,000,000 each occurrence, \$2,000,000 aggregate.

(iii) Products/Completed Operations: \$2,000,000 aggregate

C. Automobile Liability. Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of \$1,000,000, and cover all owned, non-owned and hired vehicles.

D. Workers' Compensation and Employers' Liability.

(i) Employers' Liability: \$500,000 each accident.

\$500,000 disease policy limits.

\$500,000 disease – each employee.

(ii) Workers' Compensation: Statutory minimum.

E. Umbrella Liability. Coverage should be in the amount of \$3,000,000 each occurrence and \$3,000,000 aggregate.

F. Third Party Fiduciary Coverage. Third Party Fiduciary coverage to protect the District in the event there is theft of property (e.g. computer related equipment) by the Contractor's employee(s) or those under Contractor's control.

**6. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS**

A. The Contractor waives claims against the District and the District Parties for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

(i) Consequential damages incurred by Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

(ii) Incidental damages incurred by Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting Contractor's property (e.g., Contractor's equipment, supplies and materials) from the Project site, and storing Contractor's property (e.g., Contractor's equipment, supplies and materials) at an alternate location.

B. The above waiver is applicable, without limitation, to all consequential and/or incidental damages, due to the termination of the Contract by Contractor or the District.

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C. The Contractor shall have no claim or right of recovery of damages against the District or the District Parties for economic loss sustained, in whole or in part, by any act or omission of the District Parties to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, Contractor shall have no claim against the District or the District Parties for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

**7. FEES, PERMITS AND CERTIFICATIONS**

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates. The Contractor must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules.

**8. TAXES**

Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania. Contractor's Bid was made in accordance with such laws and includes Taxes in the Bid. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor's responsibility to determine those items for which an exemption will apply, and Contractor shall obtain independent legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor's legal and tax advisors that an item is, in fact, tax exempt, the District agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, the District shall be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to the District. It is further agreed that the District shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in the District's sole discretion, as the District deems advisable, it being agreed that the District shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. The District or its representatives shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. Further, the District or its representative shall have the authority, but not the obligation, to require Contractor to provide the

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District with certified payroll records for the labor furnished by Contractor in connection with the work.

**9. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall, immediately upon demand, indemnify, defend and hold harmless the District (with legal counsel selected by the District), and the District Parties from and against any and all claims, suits, demands, liabilities, damages, losses, taxes and expenses, including, without limitation, legal fees and legal costs, arising out of or resulting from Contractor's performance or non-performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, taxes and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, tax or expense is caused in part by the District. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**10. TIME PERIOD FOR PERFORMANCE OF WORK**

A. The District contemplates issuance of Work Orders commencing in July, 2023 and continuing throughout the 2023-2024 school year, with all work being completed by June 30, 2024.

B. Completion time for individual Work Orders shall be as set forth therein as more fully described in Scope of Work/Technical Specifications, Section 1.

C. In the event Contractor shall neglect or refuse to complete any Work Order as required, or any part thereof, or to replace or re-perform any service or work and/or product which is rejected, then the District is authorized and empowered to purchase materials, equipment and services from third parties, and in such manner as it shall elect at the expense of Contractor, or to cancel the Contract or one or more Work Orders; reserving to itself, nevertheless, all rights for damages, including, without limitation, legal fees, legal costs, and additional architectural, engineering or other design costs, which may be incurred by the District.

D. If Contractor is delayed at any time in the progress of the work by any act or neglect of the District, its agents, employees, retained professionals (including, without limitation, a construction manager, architect and/or engineers, if any), any separate contractor employed by the District or by changes ordered in the work, labor disputes (excluding labor disputes with Contractor's own employees, or its subcontractor's own employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or

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by any other cause beyond the reasonable control of Contractor, Contractor's exclusive remedy shall be an extension of time allowed for final completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

**11. PAYMENT**

A. Upon completion of all work identified in any Work Order, a final inspection will be made by the District and the Contractor. No payment will be authorized for work done until such inspection has been made. Contractor will be paid upon successful completion of the Work and recommendation by the District to initiate payment, and provided all services or work and/or products which payment is requested have been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. Invoices must be received by the District by the end of each calendar month, and will be authorized for payment by the Board of School Directors at the following calendar month's regularly scheduled meeting. Payment will be issued to Contractor within fifteen (15) days following authorization by the Board of School Directors.

B. The District reserves the right to verify any/all unit documentation as confirmation of completeness of work. Contractor shall provide any additional documentation as requested by the District prior to final payment and release of bonds.

**12. ACCESS CLEAN-UP/DAMAGE TO PREMISES.**

Prior to entering District Property, Contractor shall notify the Supervisor of Buildings and Grounds at 484-955-3189 so that the District can notify Contractor of any security requirements and make appropriate arrangements to accommodate Contractor's work. Contractor shall keep the District's Property free from accumulation of waste materials or rubbish caused by Contractor's performance. During the progress of the work and at final completion of the work, Contractor shall remove from and about the District's Property, all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the costs thereof shall be paid by Contractor upon demand or deducted from subsequent invoices, at the District's election. Contractor shall promptly remedy damage and loss to any District Property caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by them.

**13. WARRANTY**

A. All materials, equipment and products shall be new merchandise (except as agreed by the District), not previously used or recycled merchandise, and all workmanship shall be first class. All services, work, materials, equipment and products shall be guaranteed by Contractor against defects in workmanship and materials for a period of one (1) year from the



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date of final completion of the Work Order by Contractor and acceptance of the District of the work to be performed under the Work Order in accordance with the Contract Documents (the “Warranty Period”). Contractor shall promptly remedy, at Contractor’s expense, any defects which were caused, in the sole judgment of the District, by defective or inferior workmanship or materials during the Warranty Period. If these defects are not remedied within five (5) days from notice received, the District shall have the right to replace any and all defective work and the Contractor agrees to pay all cost incurred thereby. Said costs may be deducted in whole or in part from the Contractor’s bill if said bill has not been paid in full.

B. The warranty provided in this Section is in addition to and not in limitation to any other warranties required by the Bid Documents, at law or in equity.

**14. ASSIGNING OF CONTRACT**

The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the District.

**15. GOVERNING LAW**

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. As between the District and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

**16. CLAIMS AND DISPUTES**

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 shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by Berks County Civil Rules of Procedure, if applicable.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project or applicable Work Order.

C. To the extent Contractor pursues a claim or litigation against the District and the District prevails on any or all of its own claims or defenses to Contractor’s claims, Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the District, as well as the true cost of any of the District’s employees’ time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness shall be determined solely in the discretion of the District, and the District incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), Contractor shall be liable for such fees, expenses or costs. In

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the event of a dispute between Contractor and the District, to the extent that the District incurs any legal fees, professional fees, or other costs or expenses, Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due Contractor. If the amount due Contractor is not sufficient to cover such costs and expenses, Contractor shall pay the difference to the District within seven (7) days of receipt of the District's invoice for such legal fees, professional fees, or other cost or expenses.

**17. WAIVER OF CLAIMS**

The acceptance of final payment shall constitute a waiver of all claims by Contractor against the District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

**18. TERMINATION OF CONTRACT**

Upon ten (10) days written notice to Contractor, the District may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination, Contractor shall cease operations as directed by the District in the notice; take actions necessary, or as the District may direct, for the protection and preservation of the work or products; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts, subcontracts and purchase orders and enter into no further contracts, subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all satisfactorily services or work and/or products completed prior to termination.

**19. PENNSYLVANIA PROMPT PAY ACT**

Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq., as amended from time to time.

**20. COMPLIANCE WITH LAWS**

A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Contractor's obligations under applicable laws. The failure to specifically reference or include said matters in the Contract does not excuse Contractor from compliance with same. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

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B. Hazardous Materials. Each Contractor supplying or using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for this Project. The District reserves the right to require Contractor to use alternative products if, in the District's sole discretion, the product is too hazardous to be used in an educational facility. The Contractor shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. § 7301 et seq., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

C. Human Relations. Contractor shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951 *et seq.*, which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, or the use of a guide or support animal because of blindness, deafness or physical handicap of an individual by employers, employment agencies, labor organizations, contractors and others. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code § 49.101.

D. Non-Discrimination. In hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor or subcontractor shall by reason of race, color, religious creed, ancestry, national origin, age, or sex, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, subcontractor, or any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract/purchase order on account of race, color, religious creed, ancestry, national origin, age or sex. Should the District be subjected to any costs or damages as a result of the Contractor's actions which have caused a charge of discrimination, the District shall be indemnified fully for any such losses which would include, but not be limited to damages awarded against the District, its attorney's fees and any other such costs. The Contract may be cancelled or terminated by the District, and all moneys due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this paragraph.

E. Pennsylvania Uniform Construction Code. The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304.

F. Prevention of Environmental Pollution. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for bids and requests for proposals for construction projects issued by any governmental agencies set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, a list of said provisions has been prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). A copy of said list is available from Owner upon request. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said list. Where any identified environmental statute, rule and/or

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regulation has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in said list shall not relieve Contractor of its obligation to comply with same.

G. Site Excavation. To the extent applicable, Contractor shall comply with all rules and regulations of Chapter 102, Title 25 of the Pennsylvania Code relating to soil erosion and sedimentation control. Prior to any grading, Contractor shall obtain approval from the Department of Environmental Protection or County Conservation Commission for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. The Contractor shall maintain all devices as required to control erosion caused by storm water and prevent dust and particles from being distributed on site. Contractor shall request the location and type of utility lines at the Project site by notifying utility owners through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification.

H. Aluminum and Steel Products. The Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881, *et seq.*, and Trade Practices Act, 71 P.S. § 773.101, *et seq.*, with respect to any steel aluminum or cast iron product (including machinery and equipment) used in connection with the Project.

I. Discrimination Prohibited. According to 62 Pa.C.S. § 3701, Contractor agrees to comply with and require subcontractors to comply with the following:

(i) 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 shall, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(ii) No Contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

(iii) The Contract may be canceled or terminated by the District and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of 62 Pa.C.S. § 3701.

(iv) Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the District and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with the terms or conditions

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of the Contract. If Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or subcontractor shall furnish such information on reporting forms supplied by the District or the Bureau of Contract Administration and Business Development.

J. Pennsylvania Prevailing Wage Rates.

(i) The general prevailing minimum wage rates including contributions for employee's benefits as shall have been determined by the Secretary of Labor and Industry which must be paid to the workmen employed in the performance of the Contract.

The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(ii) The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in Section 9.103 of Title 34 of the Pennsylvania Administrative Code.

(iii) The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.

(iv) The Contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

(v) The Contract shall provide that no workmen may be employed on the public 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 Section 9.107 of Title 34 of the Pennsylvania Administrative Code shall be followed.

(vi) The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or Title 34 of the Pennsylvania Administrative Code shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

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(vii) The Contract shall provide that the Contractor and each subcontractor shall 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 being 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 workmen 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 Title 34 of the Pennsylvania Administrative Code in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the 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.

(viii) The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary of Labor and Industry or his duly authorized representatives.

(ix) The Contract shall provide that apprentices shall be limited to such numbers as shall be 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 shall be employed on the public work project. Any workman using the tools of a craft who does

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not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

(x) Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(xi) Payment of compensation to workmen 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 shall be deemed a violation of the Act and the related resolutions set forth in Title 34, Part I, Chapter 9, Subchapter E of the Pennsylvania Administrative Code regardless of the average hourly earnings resulting therefrom.

(xii) The contract shall also provide that each Contractor and each subcontractor shall 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 of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by Title 34 of the Pennsylvania Administrative Code, Section 9.103, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Owner reserves the right to withhold payment to Contractor if it fails to submit these statements to Owner with the applicable Application for Payment.

(xiii) The provisions of the Act and Title 34, Part F, Chapter 9, Subchapter E of the Pennsylvania Administrative Code shall be incorporated by reference in the contract.

(xiv) See Appendix A – Prevailing Wage Determination

K. Criminal History and Child Protective Services Information. Unless the District stipulates in writing otherwise, the background checks required pursuant to 24 P.S. § 1-111 and 23 Pa.C.S. § 6344, each as amended from time-to-time, shall be submitted to the District for review and approval prior to Contractor or any of Contractor's employees (including any subcontractor's or supplier's employees) commencing work under the contract. Contractor shall be required to obtain Criminal History Reports (24 P.S. § 1-111), Child Abuse Clearances (23 Pa.C.S. § 6344) and an Employment Background Review (24 P.S. § 1-111.1) for any individual Contractor intends to utilize in conjunction with the contract. The District shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Reports, Child Abuse Clearances and Employment Background Review.

In compliance with 24 P.S. § 1-111, as amended, and 23 Pa.C.S. § 6344, Contractor shall be required to:

(a) Present the original Criminal History Reports, Child Abuse Clearances and Employment Background Reviews to the District's superintendent or superintendent's designee prior

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to the beginning of work under the contract for copying and evaluation of the suitability of each such individual based upon the applicable statute, as amended. The District shall retain a copy of the official background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in District's records, with the original being returned to the Contractor.

(b) Follow the same procedure described above prior to performing any work under the contract if any new employees are added to the workforce during the course of the work.

(c) Cover all costs for the Criminal History Reports, Child Abuse Clearances and Employment Background Review.

(d) Upon review of the Criminal History Reports, Child Abuse Clearance or Employment Background Review for any particular individual, District may determine that utilizing the individual pursuant to the contract is inappropriate. At that point, District shall notify Contractor in writing and Contractor shall then assign a different, cleared individual without delay to the role that otherwise would have been filled by the excluded individual. Similarly, Contractor shall also assign a different, cleared individual without delay if a previously cleared individual fails to submit new Criminal History Reports or Child Abuse Clearances prior to the expiration of the old report(s).

## **21. INTERPRETATIONS**

The captions and headings of various Paragraphs in the Contract are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract.

## **22. COMPLIANCE WITH DISTRICT RULES AND REGULATIONS**

A. No Smoking or Tobacco use in Buildings. Contractor will prohibit employees from smoking or using tobacco products in District Buildings, while on campus.

B. Sexual Harassment. Contractor will prohibit employees while on campus from engaging in sexual harassment activity. Sexual harassment activity is defined as unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct or written communication of an intimidating, hostile or offensive sexual nature.

C. Motor Vehicle Rules and Regulations. Contractor must conform to the following District Motor Vehicle Rules and Regulations:

- Use only those spaces designated for use by a service vehicle.
- In the event these designated spaces cannot be utilized, notify the District's Public Safety Department for proper clearance.

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General Conditions of the Contract



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- Obtain and display a parking permit from the District’s Public Safety Department.
- Restrict Vehicles to 15 MPH and observe all traffic regulations posted on school property.

D. All Contractor personnel working on District property must observe all security and safety procedures of each school facility.

E. All Work must be performed Monday through Friday during times scheduled and approved by the Issuing Officer. Limited weekend/District holiday work will be allowed, as needed, subject to building schedules.

**23. CHANGES IN PRICE**

Neither the Bid price, nor the Contract sum, as applicable, will be based in any matter upon oral opinions of real or alleged instructions regardless of whether the instructions are expressed by the District, the Contractor, or their agents/representatives. These provisions do not deny normal discussion, recommendations, explanations, suggestions, approval, rejections, and similar activity of either or both parties in pursuit of work on an oral basis, such as in conference and otherwise at the site, but in such instances, documentation shall govern over personal claims regarding statements made contrary to written data. Interpretations of specifications, to be effective for claim purposes or for justification as to proper procedure in performing the work, must be obtained in writing before submitting a quotation or such work is begun, as applicable.

**24. EDGAR VENDOR CERTIFICATION FORM**

When the District seeks to procure goods and services 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 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”). All Bidders must agree to comply with certain requirements, which may be applicable to specific purchases using federal grant funds. Reference Appendix B, EDGAR Vendor Certification Form. Please note that all references to Vendor shall apply to Bidders under the Bid Documents.

**25. SUPPLEMENTARY CONDITIONS**

A. The Contractor shall at all times protect and preserve all District property and assume full responsibility for any damages which may occur during or as result of services performed on the site.

B. The Contractor shall at all times while on the premises, take appropriate safety measures in the interest of persons in attendance.

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C. All systems in all and/or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, at all governing levels. In case of conflict between governing levels, the more stringent law shall apply. As a minimum, all work shall comply with Uniform Construction Code, BOCA codes, NFPA, ADA, and OSHA requirements.

D. All Work shown on the plans and not expressly mentioned in the specifications and all Work specified and not shown on the plans but obviously necessary for the proper execution of same shall be performed by the Contractor, as it is not the intent to delineate or describe every detail and feature of Work. No additions to the Contract sum will be approved for any materials, equipment and/or labor to perform Work hereunder unless it can be clearly shown to be beyond the scope and intent of the drawings and specifications and absolutely essential to the proper prosecution of the Work.

E. No extras of any kind or amount will be allowed or considered for any Contractor due to the Contractor's failure to examine and secure the required and available information or neglect to include any and all materials, tools, equipment, transportation, accessories, fixtures, and labor required to fully complete the work that is intended or specified herein.

F. The Contractor shall pay all fees and obtain and pay for all permits and inspections required with their work.

G. Contractor shall schedule their work to avoid any interruption of any utility services to the operating areas of the building during normal working hours. Interruption of services shall be done off hours at no additional cost to the District.

H. Contractor shall notify the District three (3) days prior to any interruption of services. The scheduling of all interruptions shall be approved by the District.

I. All services to systems must be maintained in the areas of this project at all times. Any required interruptions must be at the convenience of the District.

J. The Contractor shall, after acceptance of the installation by the District, provide any service incidental to the proper performance of the system under the warranties outlined above for the time periods listed above.

K. Cooperation with the District's Authorities. Work under the Contract in progress or anticipated which may cause unusual problems for the District's personnel or the public shall be subject to revision in method or timing upon request of the District's authorities. Contractor must cooperate with the District's authorities in the performance of work, and make sight changes in methods or time of performance of work when requested, without additional cost to the District.

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L. Coordination and Scheduling. Contractor will cooperate and coordinate with all other entities, and/or their representatives whose presence is deemed necessary by the District.

M. Alteration to Equipment. Contractors are not permitted to:

- Alter any equipment or device to perform their work without permission of the District.
- Prop open any doors or disable any locking mechanism.
- Disrupt any utilities or alarm systems without prior notice and authorization.

N. Remove refuse material and clean work area daily. All disposed material shall be handled and documented in accordance with Local, State, and Federal regulations.

O. All deliveries, pick-ups, and entrance needs of the contractor shall be made at the appropriate delivery and loading dock locations and **NOT** via normal personnel entrances and exits.

P. The use of subcontractors for the performance of the Work is **NOT** permitted.

Q. Contractor must obtain contractor licenses for each employee that will be performing Work inside school buildings. Licenses must be obtained at Contractor's expense and must be obtained prior to Work beginning. Forms and instructions are available at: <https://www.readingpa.gov/content/building-trades-code-enforcement>.

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**BID FORM**

Reading School District  
800 Washington Street  
Reading, PA 19601  
ATTN: Jeff Haas, Acting CTO

DATE \_\_\_\_\_

BIDDER \_\_\_\_\_

**Re: Reading School District Structured Communications Cabling Project – 23-24 MISC**

The following Bid is submitted in response to your Invitation to Bid.

The Bid Security in the amount required by the Request for Proposals is enclosed with the Bid. It is agreed by this Bidder that the Bid Security shall be forfeited to the Reading School District (“District”) if this Bidder does not, within ten (10) days after notification of Award of Contract, furnish to the District the applicable Performance Bond, Payment Bond, insurance certificate, Public Works Employment Verification Form, and executed Contract as required by the Bid Documents.

This Bidder has carefully examined the Bid Documents and the Project site(s), and certifies that it fully understands the requirements thereof. This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver materials and perform the work necessary to complete each Work Order in accordance with the specifications and other Bid Documents in an expeditious and workmanlike manner to the complete satisfaction and acceptance of the District for the price hereinafter stated.

This Bidder submits this Bid with the understanding that the work encompassed in the Bid Documents shall be commenced immediately upon receipt of any Work Order(s) and shall be fully and finally completed by within the time set forth in the Work Order(s). Time for the completion of the work shall be considered of the essence. This Contract shall terminate on June 30, 2024.

This Bidder understands the following supplements to the Bid Form must be submitted concurrent with this Bid submission.

Bid Security  
Non-Collusion Affidavit  
Information required per section 4

Bidder understands the following supplements to the Bid Form must be executed and submitted to the District within ten (10) calendar days after notification is received that it is the lowest responsive and responsible Bidder and that failure to do so within such time shall be a deficiency

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Bidder’s Initials \_\_\_\_\_

Bid Form

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in the Bid and cause for the District to reject this Bid, award the Contract to another entity and retain Bidder's Bid Security:

- Contract Form
- Performance Bond
- Payment Bond
- Certificate of Insurance
- Verification Form required by the Public Works Employment Verification Act

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof, unless the award of contract is delayed by the required approvals of another governmental agency, sale of bonds or award of grant or grants, in which case, proposals shall be irrevocable for one hundred twenty (120) days in accordance with Section 3911 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3911.

It is understood that the District reserves the right to reject any or all Bids, or part(s) thereof or item(s) therein, and to waive technical deficiencies with the Bid if it is in the best interests of the District. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the District.

**UNIT PRICES**

The Contractor is required to bid unit prices on the following items as identified below. Unit prices included in the Bid Form shall be applied to determine the contract sum applicable to a Work Order, and an equitable adjustment of the contract sum applicable to a Work Order in connection with extra work or changes ordered and approved by the District in writing under a supplemental Work Order.

Hourly Rates: Unit prices for Hourly Rates submitted by Bidder shall include all profit, overhead, insurance, taxes, labor, equipment, mark-ups, transportation, general conditions costs and tools necessary and required to fully complete the work item, as specified and details for the work item under the project Specifications. The unit prices for Hourly Rates does not include pricing for materials. Hourly Rates shall be fixed for the term of the Contract. Hourly Rates shall apply only while Bidder is on site and performing the Work. Contractor shall not charge the District for travel to and from the project site. The Bidder agrees if awarded the contract, that the value of work and materials shall be computed in accordance with the Contract Documents and at the following established unit prices:

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Bidder's Initials \_\_\_\_\_

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Hourly Rate (12:00 a.m. to 11:59 p.m. Monday through Sunday)

\_\_\_\_\_ (\$ \_\_\_\_\_) per hour.

Materials: The Bidder agrees that materials shall be provided as requested by the District at cost, with no more than a ten percent (10%) mark-up. The cost of materials shall not exceed the then-current, lowest price available to contractors from commercial and/or retail distributors of such materials within Berks County, Pennsylvania. The ten percent mark-up is an aggregate mark-up and includes all mark-up by Contractor and any subcontractor or supplier. Accordingly, no mark-up in excess of ten percent total shall be passed on to the District.

The Bidder agrees that the Hourly Rate for actual hours worked (computed to the nearest quarter of an hour) plus the cost of materials requested by the District (with mark-up not exceeding 10%) are the sole costs permitted under the Contract.

**ADDENDA**

The Bidder acknowledges receipt of Addenda listed below which have been issued during the Bidding Period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received). Bidder understands that it had the responsibility to confirm its receipt of all Addenda prior to the submission of its Bid. Addenda properly issued by District and not listed herein shall be cause for rejection of the Bid.

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**IDENTIFICATION OF BIDDER**

Company \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Please check the appropriate category:

\_\_\_\_\_ Sole Proprietorship                      \_\_\_\_\_ Partnership                      \_\_\_\_\_ Joint Venture

\_\_\_\_\_ Pennsylvania Corporation or Limited Liability Company

\_\_\_\_\_ Foreign Corporation or Company Registered in PA

Bidder's Initials \_\_\_\_\_

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Other: \_\_\_\_\_ (please identify)

State of Organization: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

All correspondence and notices to the Bidder related to this Bid and Contract, if awarded, shall be directed to:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_<sup>+</sup>

<sup>+</sup>Correspondence directed to the following email address shall be deemed received by the Bidder on the date the email was transmitted.

The undersigned hereby certifies that this Bid is genuine and not sham, collusive, fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other bidder.

**SIGNATURES**

(Individual)

WITNESS: \_\_\_\_\_ (SEAL)  
(Signature of Individual)

\_\_\_\_\_  
(print name of Individual)  
trading & doing business as

\_\_\_\_\_

\*\*\*\*\*

(Partnership)

Bidder's Initials \_\_\_\_\_

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WITNESS:

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Partner

\* \* \* \* \*

(Corporation)

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Secretary (Assistant Secretary)

Title: President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_

\*By: \_\_\_\_\_

(Authorized Representative)

Print Name: \_\_\_\_\_

\*Attach resolution evidencing authority to execute on behalf of the corporation.

\* \* \* \* \*

(Limited Liability Company)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

Bidder's Initials \_\_\_\_\_

Bid Form

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I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of My Company)  
above representations are material and important, and will be relied on by Reading School District  
in awarding the contract(s) for Project for which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and  
shall be treated as fraudulent concealment of true facts relating to the submission of Bids for this  
contract.

\_\_\_\_\_  
(Name and Position in Company)

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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**CONTRACT FORM**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Reading School District (hereinafter, the “District”) and \_\_\_\_\_ (the “Contractor”).

**WHEREAS**, Contractor submitted a Bid for the full and complete performance of the Miscellaneous Structured Communications Cabling Project (the “Project”) as detailed in the specifications incorporated in the Contract Documents;

**WHEREAS**, the District notified Contractor that it was the lowest responsive and responsible Bidder for the Project;

**WHEREAS**, Contractor executes this Contract Form to memorialize its acceptance of the terms and conditions of the Contract.

**NOW, THEREFORE**, for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Capitalized terms not defined herein shall have the same means as set forth in the Request for Proposals or General Conditions of the Contract, as applicable.
2. Contractor agrees to furnish all products and/or work for the completion of the each Work Order to the District in accordance with the Contract Documents.
3. Subject to the requirements of the Contract Documents, the Contractor shall submit to the District an itemized invoice, notarized as required by the District, supported by such data substantiating the Contractor’s right to payment, upon completion of each Work Order. Invoices must be received by the end of each calendar month, and will be authorized for payment by the Board of School Directors at the following calendar month’s regular meeting. Payment shall be made, if due in accordance with the Contract Documents, within fifteen (15) days following authorization by the Board of School Directors.
4. Contractor shall complete all work under each Work Order so that the District may take beneficial use thereof no later than the completion date set forth in the Work Order.
5. The entire integrated agreement between the District and Contractor in connection with the Project includes this Contract Form, the completed Performance Bond, the completed Payment Bond, the completed Non-Collusion Affidavit, the completed Bid Form, each fully-executed Work Order, any other completed forms required by the Bid Documents, and the Bid Documents, all of which are incorporated herein by reference.

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**IN WITNESS WHEREOF**, the Contractor and District cause this Contract to be signed, sealed and delivered as of the day and year first above written.

Contractor:

Reading School District:

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Signature

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Signature

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Name and Title

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Name and Title

**READING SCHOOL DISTRICT  
STRUCTURED COMMUNICATIONS CABLING  
(2023-2024 SCHOOL YEAR MISCELLANEOUS) PROJECT**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we,  
\_\_\_\_\_, (hereinafter called the “Principal”), and  
\_\_\_\_\_, a company authorized to transact business in  
the Commonwealth of Pennsylvania, and having its principal office at \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the “Surety”), as Surety, are held and firmly bound unto the READING SCHOOL DISTRICT (hereinafter called the “Obligee”), as Obligee, in the amount equal to Five Thousand Dollars (\$5,000.00) (the “Penal Sum”), as lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, said Principal is herewith submitting to the Obligee a Bid to perform work for the Obligee’s Miscellaneous Structured Communications Cabling Project in the City of Reading, Berks County, Pennsylvania, pursuant to drawings, specifications, and other Contract Documents incorporated into said Bid by reference; and it is a condition of the Obligee’s receipt and consideration of said Bid that such shall be accompanied by Bid Security to be held by the Obligee on terms embodied herein.

**NOW, THEREFORE**, the condition of this obligation is that if said Principal shall, in the event of acceptance of its Bid by Obligee and within the period specified therefore in the Contract Documents, enter into a written contract with the Obligee, in accordance with the Bid as accepted, and give bond(s) with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Obligee, and furnish the required verification form, detailed cost break-down, certificates of insurance and any other documents listed in the Contract Documents, in all respects as required by the Contract Documents, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such Contract, give such bond(s), and furnish such verification form, detailed cost break-down, certificates of insurance or other required documents within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal’s accepted bid and any higher amount for which the Obligee may contract for the required products and work, as well as any advertising, professional, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of the Penal Sum together with interest. If the Obligee does not procure an executed contract with any other party for the provision of the products and work within thirty (30) days after the acceptance of the Bid from the Principal, whether because of the lack of other bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher bid would be greater than the Obligee would afford, as determined in the sole discretion of the Obligee, then in that event, the Principal and Surety shall

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pay to the Obligee the full amount of the Penal Sum together with interest as liquidated damages and not as penalty.

**IN WITNESS WHEREOF**, the Principal and the Surety cause this Bid Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual Principal (Trading and/or Doing Business as): \_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ Name: \_\_\_\_\_

Partnership Principal  
Name of Partnership: \_\_\_\_\_ By: \_\_\_\_\_

Witness: \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_  
Witness: \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_

Corporate/Limited Liability Principal  
Name of Corporation/Company: \_\_\_\_\_ By: \_\_\_\_\_

Attest: \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_\*

[SEAL]

\* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

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Corporate Surety

Name of Surety: \_\_\_\_\_

Witness or Attest:

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

\_\_\_\_\_

Name: \_\_\_\_\_

[SEAL]

Title: \_\_\_\_\_

\_\_\_\_\_\*\*

\*\* Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.



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**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_,  
as Principal (the “Principal”), and \_\_\_\_\_, a corporation organized  
and existing under laws of the \_\_\_\_\_ of \_\_\_\_\_, with a  
principal office at \_\_\_\_\_

\_\_\_\_\_ and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound, jointly and severally, unto the READING SCHOOL DISTRICT, as Obligee (the “Obligee”), as hereinafter set forth, in the full and just sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

**WITNESSETH THAT:**

**WHEREAS**, The Principal heretofore has submitted to the Obligee a certain bid (the “Bid”), to perform the Miscellaneous Structured Communications Cabling Project located in City of Reading, Berks County, Pennsylvania, pursuant to drawings, specifications and other related documents, which are incorporated into the Bid by reference and a part thereof (the “Contract Documents”); and

**WHEREAS**, the Contract Documents are incorporated into this Bond by reference and made a part hereof; and

**WHEREAS**, The Obligee, is a “contracting body” under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

**WHEREAS**, the Act, in Section 3.1, requires that, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

**WHEREAS**, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

**WHEREAS**, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into a contract with respect

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to performance of such work (the “Contract”), the form of which Contract is set forth in the Contract Documents.

**NOW, THEREFORE**, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Contract, including any amendment, extension or addition to the Contract. The term “claimant”, when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase “labor or materials” when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Contract. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Contract.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the

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claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Contract is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the District in which the project, to which the Contract relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Contract, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

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**IN WITNESS WHEREOF**, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual Principal (Trading and/or Doing Business as): \_\_\_\_\_

Witness: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Partnership Principal  
Name of Partnership: \_\_\_\_\_  
By: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate/Limited Liability Principal  
Name of Corporation/Company: \_\_\_\_\_  
By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_\*

[SEAL]

\* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

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Corporate Surety

Name of Surety: \_\_\_\_\_

Witness or Attest:

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

\_\_\_\_\_

Name: \_\_\_\_\_

[SEAL]

Title: \_\_\_\_\_ \*\*

\*\* Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Principal (the “Principal”), and \_\_\_\_\_, a corporation organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_, having its principal office at \_\_\_\_\_

\_\_\_\_\_, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound, jointly and severally, unto the READING SCHOOL DISTRICT, as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

**WITNESSETH THAT:**

**WHEREAS**, The Principal heretofore has submitted to the Obligee a certain bid (the “Bid”), to perform the Miscellaneous Structured Communications Cabling Project located in City of Reading, Berks County, Pennsylvania pursuant to plans, specifications and other related documents, constituting the bid documents and contract documents, which are incorporated into the Bid by reference and a part thereof (the “Contract Documents”); and

**WHEREAS**, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

**WHEREAS**, the Obligee is a “Contracting Body” under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

**WHEREAS**, the Act, in Section 3.1, requires that, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

**WHEREAS**, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

**WHEREAS**, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into a contract with respect

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to performance of such work (the “Contract”), the form of which Contract is set forth in the Contract Documents.

**NOW, THEREFORE**, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of two (2) years from the date of final completion by the Principal and acceptance of the Obligee of the work to be performed under the Contract in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value

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received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual Principal (Trading and/or Doing Business as): \_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Name: \_\_\_\_\_



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Partnership Principal

Name of Partnership: \_\_\_\_\_

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

Witness:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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

Witness:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Corporate/Limited Liability Principal

Name of Corporation/Company: \_\_\_\_\_

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

Attest:

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_\*

[SEAL]

\* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

Corporate Surety

Name of Surety: \_\_\_\_\_

Witness or Attest:

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

\_\_\_\_\_

Name: \_\_\_\_\_

[SEAL]

Title: \_\_\_\_\_\*\*

\*\* Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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**APPENDIX B**

**EDGAR VENDOR CERTIFICATION FORM  
(2 CFR Part 200 and Appendix II)**

When the District seeks to procure goods and services 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 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”). All Vendors submitting proposals must agree to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

*For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable boxes and sign the Acknowledgment at the end of this form. If you fail to complete any item in this form, the District will consider and may list the Vendor’s response as “NO,” the Vendor is unable or unwilling to comply. A “NO” response to any of the items may, if applicable, impact the ability of the District to purchase from the Vendor using federal funds.*

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Vendor default are included in the Bid Documents and General Terms and Conditions. Any Contract award will be subject to such Bid Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**2. Termination for Cause or Convenience:**

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

The District may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the District shall only be required to pay Vendor for goods or services delivered to the District prior to the termination and not otherwise returned in accordance with Vendor’s return policy. If

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the District has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all District 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. Vendor agrees that such provision applies to any District purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all District prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor 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](http://www.wdol.gov).

Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination. Vendor 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.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all District contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor 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.

**6. Right to Inventions Made Under a Contract or Agreement:**

If the District'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. Vendor agrees to comply with the above requirements when applicable.

**7. 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, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**8. 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

**READING SCHOOL DISTRICT  
STRUCTURED COMMUNICATIONS CABLING  
(2023-2024 SCHOOL YEAR MISCELLANEOUS) PROJECT**

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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. Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the District with pending purchases or seeking to purchase from Vendor if Vendor 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.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**10. Procurement of Recovered Materials:**

For District purchases utilizing Federal funds, Vendor 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.

**11. Profit as a Separate Element of Price**

**READING SCHOOL DISTRICT  
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For purchases using federal funds in excess of \$150,000, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing.

**12. General Compliance and Cooperation with District**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order or contract from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to the District’s purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	<u>Vendor Certification</u> <b>YES, I agree or NO, I do NOT Agree</b>	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with District Members		

By signature below, I certify that the information in this form is true, complete and accurate, and that I am authorized by my company to make this certification and agreements contained here.

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

\_\_\_\_\_  
Signature of Authorized Company Official

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

\_\_\_\_\_  
Printed Name

**READING SCHOOL DISTRICT  
STRUCTURED COMMUNICATIONS CABLING  
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**SPECIFICATIONS**

**Work Orders may be issued for any District Buildings and facilities.**

**Additional Specifications, in addition to the information contained in the Instructions to Bidders and General Conditions of the Contract, may be issued via Addendum.**

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	Reading School District - 23-24 Misc Structured Cabling
Awarding Agency:	Reading School District
Contract Award Date:	6/28/2023
Serial Number:	23-04595
Project Classification:	Building
Determination Date:	5/15/2023
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County



**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$35.80	\$32.01	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$39.98	\$17.17	\$57.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$41.83	\$17.17	\$59.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$43.68	\$17.17	\$60.85
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$33.56	\$17.72	\$51.28
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$35.06	\$17.72	\$52.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$36.56	\$17.72	\$54.28
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$34.15	\$20.60	\$54.75
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/ Pile driver diver	5/1/2023		\$63.10	\$37.99	\$101.09
Dockbuilder/ Pile driver diver	5/1/2024		\$66.25	\$37.99	\$104.24
Dockbuilder/ Pile driver diver	5/1/2025		\$69.04	\$37.99	\$107.03
Dockbuilder/ Pile driver diver	5/1/2026		\$71.23	\$37.99	\$109.22
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Electricians	9/1/2022		\$40.52	\$25.63	\$66.15
Electricians	9/1/2023		\$42.52	\$25.08	\$67.60
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Floor Coverer	5/1/2023		\$36.21	\$18.36	\$54.57
Floor Coverer	5/1/2024		\$37.64	\$18.36	\$56.00
Glazier	5/1/2023		\$37.71	\$23.68	\$61.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Laborers (Class 01 - See notes)	5/1/2023		\$27.62	\$16.77	\$44.39
Laborers (Class 02 - see notes)	5/1/2023		\$29.62	\$16.77	\$46.39
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.53	\$46.15
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.53	\$47.65
Laborers (Class 05 - See notes)	5/1/2023		\$29.62	\$16.77	\$46.39

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 06 - See notes)	5/1/2022		\$28.87	\$16.28	\$45.15
Marble Mason	5/1/2023		\$35.81	\$16.73	\$52.54
Marble Mason	5/1/2024		\$37.76	\$16.73	\$54.49
Marble Mason	5/1/2025		\$39.71	\$16.73	\$56.44
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Painters Class 1 (see notes)	5/1/2023		\$31.09	\$23.19	\$54.28
Painters Class 2 (see notes)	5/1/2023		\$30.09	\$23.19	\$53.28
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
plumber	5/1/2023		\$52.48	\$34.56	\$87.04
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Steamfitters	5/1/2023		\$57.07	\$41.99	\$99.06
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.16	\$16.24	\$48.40
Tile & Marble Finisher	5/1/2024		\$34.11	\$16.24	\$50.35
Tile & Marble Finisher	5/1/2025		\$36.06	\$16.24	\$52.30
Tile & Marble Finisher	5/1/2026		\$38.01	\$16.24	\$54.25
Tile Setter	5/1/2023		\$35.81	\$16.73	\$52.54
Tile Setter	5/1/2024		\$37.76	\$16.73	\$54.49
Tile Setter	5/1/2025		\$39.71	\$16.73	\$56.44
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/ Pile driver diver	5/1/2023		\$63.10	\$37.99	\$101.09
Dockbuilder/ Pile driver diver	5/1/2024		\$66.25	\$37.99	\$104.24
Dockbuilder/ Pile driver diver	5/1/2025		\$69.04	\$37.99	\$107.03
Dockbuilder/ Pile driver diver	5/1/2026		\$71.23	\$37.99	\$109.22
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	5/30/2022		\$50.28	\$28.47	\$78.75
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 23-04595 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 2 (see notes)	5/1/2023		\$33.99	\$23.20	\$57.19
Painters Class 3 (see notes)	5/1/2023		\$40.09	\$23.20	\$63.29
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28