

# **Request for Proposals**

## **Pellet Boiler Conversion Hardwick Elementary School**

**Issue Date: May 12, 2023**

Contact: Joe Houston  
Facilities Director  
PO BOX 338  
157 Daniels Road  
Hardwick, VT 05843  
[jhouston@ossu.org](mailto:jhouston@ossu.org)  
(802) 472-2934

## **Section I: OVERVIEW AND PROJECT GOALS**

Orleans Southwest Union Elementary School District, hereafter referred to as OSUESD, is a unified school district operating three schools in the towns of Hardwick, Woodbury, and Greensboro, Vermont.

OSUESD is seeking proposals for multiple boiler room improvements with the primary task being conversion to a wood pellet fired boiler system at Hardwick Elementary School. The project location is 135 South Main Street, Hardwick, VT 05843.

Funding for this project includes the use of Federal Funds. Interested contractors should pay special attention to the requirements of Section III of the RFP along with Attachment A: General Conditions for Federally Funded Projects and Attachment B: Davis Bacon Wage Determination.

## **Section II: SCOPE OF WORK**

The Scope of work for this project is as follows:

1. Evaluate current heating and domestic hot water (DHW) system and design new heating system featuring wood pellet boiler(s) capable of providing a minimum of 750 M Btu/hr peak output with ability to modulate output to meet lower demand. Boilers are to be fully automated and include all necessary components for communication, operation, and control, lead-lag or cascade ability, as well as integration into existing building DDC system.
2. Inspect the existing chimney and provide a report of suitability for venting wood pellet boilers. Any deficiencies identified to be remedied as a change order.
3. Provide draft schematic for project with equipment locations and work with the Owner's Representative to refine as needed to meet equipment and space requirements and restrictions.
4. Decommission one of the two existing oil-fired boilers and relocate it in the boiler room for parts/future use.
5. Remove and dispose of two existing oil-fired domestic hot water heaters.
6. Remove existing Taco air/dirt separator and replace with like-capacity Spirotherm unit with blow-down valve and drain line.
7. Terminate and seal disused oil feed lines at appropriate and safe locations.
8. Provide and install wood pellet boiler(s) with all associated piping, valves, expansion and/or buffer tanks, insulation etc. as required by design to integrate into existing heating distribution system.

9. Coordinate with the School District's controls contractor to determine necessary control wiring take-off points to prioritize pellet use with remaining oil boiler for backup and to meet peak demand.
10. Install control take off points and sensor wells as required.
11. Provide and install all line-voltage wiring necessary to complete the project. Remove and dispose of any disused line voltage wiring back to the nearest service disconnect, junction box, or circuit breaker.
12. Provide School District Tech Department with any low-voltage wiring connection requirements for network connection of boilers or boiler controls.
13. Provide and install rapid-recovery indirect hot water heating unit(s) integrated into heating system and existing DHW system.
14. Provide and install all required venting for the pellet boiler system through existing chimney flue including all insulation.
15. Remove and dispose of any unnecessary existing boiler and DHW supply breaching and insulation.
16. Provide and install 9' diameter pellet storage silo with minimum 20 ton capacity at the location specified by the Owner's Representative including concrete base, excavation, parking bollards, and asphalt repair.
17. Provide and install wood pellet conveyance piping from silo to pellet boilers.
18. Provide sufficient wood pellets for initial firing and commissioning of boilers if silo fill has not occurred.
19. Secure all boiler, plumbing, and electrical permits required for this project. State and local construction permits as required will be the responsibility of the School District.
20. Coordinate and supervise the work of any subcontractors and ensure their compliance with all conditions of this RFP.
21. Commission system and provide training to District Staff on operation and routine maintenance.
22. Serve as representative for all factory warranties of pellet boilers.

OSUESD may alter or amend this Scope of Work at its sole discretion prior to executing an agreement with the selected contractor. Once a contract is executed, the Scope of Work may be amended in accordance with the contract terms and conditions.

**Add Alternate 1:** Provide and install 80 gallon hybrid electric water heater for DHW supply during boiler shut-down. This is to include all plumbing and wiring required.

**Add Alternate 2:** Remove and dispose of existing heating loop circulator pumps, reconfigure piping, and install two variable frequency high efficiency pumps in a lead/lag configuration controlled by the building DDC or, alternately install VFD controllers for the existing pumps as appropriate. This is to include all plumbing, line voltage and low

voltage wiring as well as coordinating integration into the building DDC with the School District's controls contractor.

### **Section III: General Conditions**

In addition to the following list, this project will be subject to the "Orleans Southwest Supervisory Union General Conditions for Federally Funded Projects" provided as Attachment A.

1. This RFP is not an offer to purchase. Acceptance of a proposal neither commits OSUESD to issue a contract to any bidder, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest.
2. OSUESD reserves the right to reject any and all proposals, in whole or in part, with or without cause, even if all the stated requirements are met. In addition, OSUESD may enter into negotiations with one or more entities simultaneously and award a contract without notification.
3. OSUESD reserves the right to contract with a bidder for reasons other than lowest price as permitted by Vermont Bid Law. We will thoroughly examine each proposal for best price, product quality, performance measures, flexibility, and customer service.
4. All bidders who submit proposals will be notified of the results of the selection process.
5. Under the following conditions the District or its representative may request the contractor to immediately remove any employee from the work site:
  - a. When the District determines the employee to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.
  - b. When the District deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interest of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its students
  - c. The district may also request the contractor to immediately remove any employee from the work site if it determines that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their service.
  - d. The Contractor shall comply with any removal request. Contract employees who are removed from the contract work shall be required to leave the work site immediately.
6. Upon award of the contract, the selected bidder shall not proceed with

services until after receipt of the following:

- a. Contract for services to be performed signed by both parties.
  - b. Copy of Certificate of Insurance and W-9.
  - c. Proof of payment and performance bond.
7. All contractor and subcontractor employees must complete a Level 1 background check. There is no cost associated with the background check and Orleans Southwest Supervisory Union Human Resources staff will assist with the process.

#### **Section IV: SCHEDULE**

OSUESD anticipates the following schedule, which is subject to change at OSUESD's sole discretion:

- A. Release of RFP: May 12, 2023
- B. Site Visit: by appointment
- C. Bids Due: 1:00 p.m. June 7, 2023
- D. Bid Opening: June 8, 2023 at regular OSUESD Board meeting
- E. Project Completion: Prior to October 30, 2023

#### **Section V: MISCELLANEOUS**

- A. The selection of a candidate pursuant to this request for qualifications does not obligate OSUESD to enter into an agreement. Any agreement entered into between OSUESD and the selected contractor shall be in a form entirely satisfactory to the OSUESD School Board. OSUESD reserves the right to accept or reject any or all candidates on the basis of the qualifications submitted in the sole discretion of OSUESD's administration, and to exercise its judgment in evaluating qualifications. OSUESD reserves the right to request additional information from any candidate at OSUESD's sole discretion.
- B. Candidates acknowledge that OSUESD is a public entity, and any requests or agreements to maintain confidentiality of any proprietary information are limited to the extent required by public records and preservation laws.
- C. All questions regarding this request for qualifications should be directed to Joe Houston, Facilities Director at (802) 472-2934 or [jhouston@ossu.org](mailto:jhouston@ossu.org).

#### **Section IV: SITE CONDITIONS**

- The successful bidder will be required to coordinate closely with school personnel to ensure minimal disruption to school operations.
- All materials, tools, and equipment must be stored safely at the end of each work day. Hardwick Elementary School has limited storage space available for use by contractors but will assume no responsibility for tools left on the job site.
- **The use of tobacco and vaping products, drugs, or alcohol is strictly prohibited on school property.**
- Prior to commencement of work, contractors must submit to the owner's representative a list of employees who will work on the project for the purpose of completing a level one criminal background check.
- All employees must wear appropriate attire when they are on the job site.

## **Section V: PROPOSAL REQUIREMENTS AND CONDITIONS**

In order to be eligible for consideration, proposals must meet the following conditions:

- **All proposals must be submitted on the enclosed form.**
- Proposals must include an estimated completion date for the scope of work.
- Proposals should be inclusive of all project costs including materials, labor, necessary permits, and equipment as detailed in the Scope of Work.
- Pricing shall be free of any sales tax. OSUESD is tax exempt and will provide a certificate stating such.
- Pricing shall be independent of any energy conservation incentive funds other than point of sale rebates. OSUESD will coordinate with Efficiency Vermont on project incentives.
- Proposals shall be binding and prices shall remain in effect for a period of at least 60 days from the date of response.
- Proposals must be accompanied by a Certificate of Insurance showing \$1,000,000 coverage for General Liability and Vehicle Liability, as well as Workers' Compensation coverage at the rate required by the State of Vermont.
- Proposals must be accompanied by the required bid bond as stated in Attachment A.
- Proposals shall be signed and clearly identify the name, address, and telephone number of the interested party.
- In order to be deemed complete proposals must include a signed Certificate of Non-Collusion, Byrd Anti Lobbying Certification, and, Certificate of Non-Debarment for Federal Government Contracts.
- **Proposals must be submitted on or before 1:00 p.m. Wednesday June 7, 2023.**
- Proposals may be submitted in person, via mail, or electronically and it is the responsibility of the bidder to ensure proper delivery.

Failure to meet all requirements may result in disqualification of proposals.

All submissions, questions, or request for walkthrough should be directed to:

Joe Houston, Facilities Director  
PO BOX 338  
157 Daniels Road  
Hardwick, VT 05843  
[jhouston@ossu.org](mailto:jhouston@ossu.org)  
(802) 472-2934

**Orleans Southwest Union Elementary School District  
Pellet Boiler Conversion Bid Form**

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

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

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

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ITEM	COST
Scope of Work as Listed	
Add Alternate 1: Hybrid Water Heater	
Add Alternate 2: Variable speed pump conversion	

**TOTAL PROJECT COST (includes cost of payment and performance bond):**

\_\_\_\_\_

Comments/Exclusions/Clarifications (attach separate sheet(s) as needed):



\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_ County of \_\_\_\_\_

Before me personally appeared the undersigned \_\_\_\_\_ who, on oath, says that he/she has submitted to Wolcott Town School District a bid and offer to provide goods and/or services in accordance with specifications for the Fire Alarm System Upgrades.

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that, to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce another person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

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

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

**Please check the appropriate box:**

\_\_\_\_\_ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

**or**

\_\_\_\_\_ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_ (name) \_\_\_\_\_ (signature)

\_\_\_\_\_ (title) \_\_\_\_\_ (company)



**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**

This certification shall be completed, certified to, and submitted to Orleans Southwest Union Elementary School District prior to contract award.

Part I: Vendor Information	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (UEI) if applicable	
CAGE/NCAGE code if applicable	
<b>Mark the line that represents the type of business organization:</b>	

- Sole Proprietorship       Non-Profit Corporation       For-Profit Corporation (any type)  
 Limited Liability Corporation(LLC)       Partnership       Limited Partnership  
 Limited Liability Partnership (LLP)       Other (be specific): \_\_\_\_\_

<b><u>Part II - Certification of Non-Debarment: Individual or Organization</u></b>			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency, nor does it own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency. I also certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the organization listed above in Part I. I further acknowledge: That I am authorized to execute this certification on behalf of the above-named organization; that the Orleans Southwest Union Elementary School District is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Orleans Southwest Union Elementary School District to notify Orleans Southwest Union Elementary School District in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with Orleans Southwest Union Elementary School District</p>			
Full Name: (Print)		Title	

Signature		Date	
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**ATTACHMENT A-**  
**Orleans Southwest Supervisory Union**  
**GENERAL CONDITIONS FOR FEDERALLY FUNDED PROJECTS**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. The contract document consists of the CONTRACTED SERVICES AGREEMENT, the GENERAL CONDITIONS of the contract, and the SCOPE OF WORK detailed in the bid request, including all revisions hereto.
- B. The Owner, the Contractor and the Owner’s Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the contract is awarded.
- C. The term Owner shall be understood to be: Orleans Southwest Union Elementary School District (OSUESD), Brittany Currie, Director of Finance and Operations. The Owner’s Representative shall be understood to be: Joe Houston, Facilities Director.

**1.2 OWNER’S REPRESENTATIVE STATUS**

- A. The Owner’s Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner’s Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

**1.3 CONDITION OF SITE**

- A. The bidders shall visit the site **BEFORE** submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for the same in their bids.

**1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS**

- A. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels, existing equipment, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

**1.5 PROTECTION OF OWNER’S OPERATIONS**

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary.
- B. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. Exterior grounds shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and all reasonable costs associated with this cleaning shall be deducted from the balance due the Contractor.
- B. The Contractor shall be responsible for storing all materials such that they are protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative at least 48 hours notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expenses shall be borne by the Owner.



#### 1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. Noncompliance with the terms of the specifications and ensuing contract can result in either the cancellation of the contract, or complete replacement of defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- B. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- C. The authorized Owner's Representative shall be responsible for:
  - 1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
  - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
  - 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
  - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
  - 5. Rendering any other inspection services which the Owner may designate; and
  - 6. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- D. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

#### 1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. The Owner or Owner's Representative shall authorize the contractor to use restrooms within the OSUESD facilities but will specify which is available to the Contractor's personnel.

#### 1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:

- 1.
  - By firm price adjustment;
  - 2.
  - By cost with overhead and project markup percentage per bid;
  - 3.
  - By cost with a fixed fee per bid; or
  - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate the same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

**1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT**

- A. The Contractor shall promptly remove any work that does not meet the requirements of the specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

**1.13 CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. The Contractor shall guarantee all materials and workmanship for a minimum period of one year from the date of installation. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

**1.14 DEDUCTION FOR UNCORRECTED WORK**

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

**1.15 BONDING**

**Per Federal Fund requirements of 200 CFR 326 the following bonding requirements must be met:**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument



accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- B. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### 1.16 JOB CONDITIONS

- A. There is NO SMOKING, VAPING, or other use of TOBACCO allowed on school grounds and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel and subcontractors.
- B. Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- C. No drugs or alcoholic beverages are permitted on the grounds.
- D. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- E. The Contractor will also protect the building structure from damage in the progress of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- F. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- G. Anyone guilty of willful destruction or unlawful removal of school property will be dismissed from the job and is subject to prosecution by law.
- H. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.

#### 1.17 WORKMANSHIP

- A. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.

#### 1.18 SAFETY

A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times including ladders see Article 1.16B.

1.19 INSURANCE

A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

1. The contractor agrees to indemnify and save the Owner and the Owner's Representative harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the OWner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and their employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

2. All sub-contractors are required to file Certificates of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior to commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.

The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

3. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:

a. Workmen's Compensation and Employer's Liability Insurance affording:

1. Protection under the Workmen's Compensation Law of the State of Vermont; and
2. Employer's Liability protection subject to a minimum limit of \$1,000,000.

b. Comprehensive General Liability Insurance in amounts not less than:

Personal Injury	\$1,000,000 per person
(including bodily injury)	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

c. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

1.20 This insurance shall:

1. Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);
2. Includes coverage for:
  - a. Premises, operations and mobile equipment liability.
  - b. Completed operations and products liability.
  - c. Contractual liability insuring the obligation assumed by the subcontractor in this agreement.
  - d. Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or material men and their agents or employees; and
  - e. Automobile liability including owned, non-owned and hired automobiles.

All coverage will be on an occurrence basis and on a form acceptable to the Contractor.

3. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
4. Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
5. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
6. The Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
7. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance.

1.21 WORK HOURS, WAGES, AND DAYS

- A. When the bid is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be in the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.22 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.23 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner as outlined under Article 1.16. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

1.24 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.).

1.25 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her. After the withdrawal from the contract, the Bidding Contractor may not resubmit them.
- B. Any Bidder may modify their bid up until the bid deadline. Any modification must be signed and dated and decree that the modified bid takes the place of the originally submitted bid.

2.2 BID OPENINGS

- A. Bids will be opened on the published date and time at a duly warned meeting of the School District Board. Notice of award will be made by written and/or electronic correspondence following board action.

2.3 QUESTIONS

- A. Technical questions regarding this bid or conditions can be directed to: **Joe Houston – Facilities Director (802) 472-2934 or [jhouston@ossu.org](mailto:jhouston@ossu.org)**.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum

to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.

- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre-bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

#### 2.6 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish a Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

#### 2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):

- 1. Failure to attend a pre-bid meeting;
- 2. Evidence of collusion among Bidders;
- 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
- 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
- 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
- 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

#### 2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of sixty (60) days following the date the bids are due. The bid shall be deemed as having been awarded with an executed Contract of Service.

#### 2.9 WARRANTY

- A. All materials and workmanship associated with this project shall be warranted for a minimum of one year from the date of installation.

#### 2.10 START AND COMPLETION DATE

- A. Start date for this project shall be determined by the Contractor and Owner's Representative upon awarding of contract. Final completion date is October 30, 2023.
- B. Unless work is hampered by long periods of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$100.00 a day for each day beyond the agreed completion date.
- C. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.

2.11 PAYMENT

- A. No payment shall be made for this project until services commence. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner along with the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, supply chain disruption etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time less retainage. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by an accounting of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed the labor and material values for the preceding month as agreed upon by the Owner's Representative.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- G. Final payment shall be made to the Contractor no later than thirty (30) days after job approval and receipt of warranty.

2.12 TERMINATION FOR CAUSE OR CONVENIENCE

- A. The Owner may terminate the contract for cause and finish the work by whatever reasonable method he/she deems expedient if the Contractor:

1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
3. Is guilty of substantial breach of a provision of the contract documents.
4. Files for bankruptcy or if a receiver is appointed on account of insolvency.

When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

- B. The Owner may at any time terminate the Contractor's right to complete the Work under this Agreement for the Owner's convenience and without cause. Upon written notice, the Contractor shall cease operations, take actions necessary or as directed by the Owner for protection of the Work and terminate all existing subcontracts and purchase orders. In the case of such termination, the Contractor shall be entitled to receive payment for Work completed and direct costs incurred by reason of such termination, but not costs, overhead or profit on the Work not completed or any other damages that might be alleged by the contractor.
- C. The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies **(including but not limited to the health threats of COVID-19 pandemic and the government response, or similar infectious diseases)**. The Agreement may be canceled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded and any amounts owed paid, for any one or more of the above reasons, by written notice to the other party. In such event, the parties may, at their discretion, enter into a new written agreement for limited services to be provided and paid for on a prorated basis.

### PART 3- CONTRACTOR'S INSTRUCTIONS

#### 3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

#### 3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required.

#### 3.3 QUALIFICATION OF BIDDERS

- A. All contractors should have a minimum of 5 years' experience in the installation of the respective system(s) they are submitting bids to provide. Exceptions may be given, please contact the Owner's Representative.



### 3.4 BUILDING PERMITS

- A. Unless otherwise stated in the RFP, the acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

### 3.5 JOB COORDINATION

- A. The Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of work in order that the Owner may adequately protect the tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas.
  - B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify the Owner's Representative.

### 3.6 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material from the site.
- B. The Owner shall provide the Contractor access to dumpsters for disposal of rubbish and recyclable materials including a location for e-waste. It is the Contractor's responsibility to ensure all waste is removed from the building and placed in the proper receptacle.

### 3.7 CONTRACTOR'S DESIGNATED CONTACT PERSON

- A. The Contractor shall designate for the Owner and Owner's Representative a single Contact Person for all correspondence and questions pertaining to the project. The Contact Person shall not be changed without notifying the Owner and the Owner's Representative unless the point of contact ceases to be in the employ of the Contractor.
- B. The Contact Person shall represent the Contractor in his/her absence and all directions and instructions given to the Contact Person shall be as binding as if given directly to the Contractor.
- C. The Contact Person shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

### 3.8 INSPECTIONS

- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

## PART 4 - STATEMENT OF POLICY

### 4.1 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed work will be based on its conformance to the contract requirement. The Owner is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Owner at the Contractor's expense.



PART 5 - FEDERAL FUNDING REQUIREMENTS

**Contractors are encouraged to review the Vermont Agency of Transportation Labor Compliance Manual for Contractors for further information on the following requirements.**

**<https://vtrans.vermont.gov/sites/aot/files/civilrights/documents/laborcompliance/LaborComplianceManualForContractors.pdf>**

5.1 REQUIREMENT TO COMPLY

- A. During the duration of this contract, the Contractor agrees to meet all the requirements for compliance with use of Federal Funds according to 2 C.F.R. 200 Appendix II and others as described below.

5.2 TERMINATION BY THE OWNER

- A. The contract may be terminated by the Owner for cause or convenience per the stipulations of section 2.13 above.

5.3 EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 5.4 DAVIS-BACON ACT (40 U.S.C. 3141-3144)

A. The Contractor agrees to comply with the Davis-Bacon Act including:

- (1) The contractor or any subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics. This wage determination is included in the bid documents as Attachment B.**
- (2) The decision by the Owner to award the contract is conditioned upon the Contractor's acceptance of the wage determination.
- (3) The Contractor or subcontractor shall record all payroll activity associated with the project with US Department of Labor form WH-347. <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- (4) The Contractor shall remit a copy of all payroll records to the Owner upon completion of the project
- (5) The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 C.F.R. Part 3.
- (6) The prime contractor is responsible for printing and posting job site posters, including wage rates, in an outside location where they can be seen easily by all employees. Required posters are listed on pages 7 and 8 of the VTRANS Guide.

#### 5.5 DEBARMENT AND SUSPENSION

- A. The Contractor shall provide a signed affidavit stating that they are not under suspension or debarment to receive funds from the federal government.
- B. Award of the contract will be conditioned on the Owner's ability to verify that the Contractor is not under suspension, debarment, or otherwise excluded by Federal Agencies.

5.6 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

- A. If the Contractor submits a bid in excess of \$100,000.00 they must file the required certification under the Byrd Anti-Lobbying Amendment as provided in the bid documents.

5.7 PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. 200.323)

- A. The Contractor shall procure 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.

5.8 DOMESTIC PREFERENCE FOR PROCUREMENTS 2 C.F.R. 200.322)

- A. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award.

For purposes of this section:

**(1)** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**(2)** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. 200.216)

- A. The Contractor shall not provide or furnish any equipment for this project that is prohibited under Public Law 115-232 Section 889.

Attachment B: Wage Determination

"General Decision Number: VT20230018 04/07/2023

Superseded General Decision Number: VT20220018

State: Vermont

Construction Type: Building

County: Caledonia County in Vermont.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2023.	

If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	



30, 2022:	\$12.15 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	04/07/2023

CARP0118-008 04/01/2013

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation and Industrial Only; Excluding Drywall Hanging).....	\$ 20.69	17.39

\* IRON0007-002 03/16/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.08	24.72

SHEE0063-005 07/01/2022

Rates	Fringes
30	

SHEET METAL WORKER (HVAC Duct  
Installation Only).....\$ 39.02                   32.30

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\* SUVT2011-003 02/10/2011

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 23.00	5.94
CARPENTER, Excludes Acoustical Ceiling Installation, and Drywall Hanging.....	\$ 17.98	13.71
ELECTRICIAN.....	\$ 20.24	7.27
LABORER: Common or General.....	\$ 13.65 **	2.46
OPERATOR: Crane.....	\$ 19.50	6.08
PAINTER: Brush Only.....	\$ 16.11 **	4.14
PAINTER: Roller.....	\$ 16.11 **	4.14
PLUMBER (HVAC Pipe Installation).....	\$ 25.35	5.79
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 24.04	8.25
ROOFER.....	\$ 17.25	1.71
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.50	6.08

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher



minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"